

Panaji, 23rd June, 2016 (Asadha 2, 1938)

SERIES II No. 12

OFFICIAL GAZETTE

GOVERNMENT OF GOA



PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 2/14/95/Agri (Part)/74

Ref.: Order No. GS/AHO/PER/142/2016/988 dated 22-04-2016.

Government is pleased to curtail the deputation period of Shri Agresh Shirodkar against the post of Assistant Horticulture Officer at Raj Bhavan, Dona Paula upto the date of new officer joining the duty and transfer Shri Ranjit B. Mhapsekar, Asst. Agriculture Officer against the post of Assistant Horticulture Officer on deputation to Raj Bhavan, Dona Paula in the Pay Band PB—II of Rs. 9,300-34,800+Rs. 4,200 Grade Pay initially for a period of

one year w.e.f. the date he joins his duty. He will be governed by standard terms and conditions of deputation as contained in the O. M. No. 13/4/74-PER dated 12-02-1999 and 11-1-2007 issued by Personnel Department and amended from time to time.

On repatriation Shri Agresh Shirodkar, Asst. Agriculture Officer is posted at Zonal Agriculture Office, Quepem against the vacant post last held by Shri Rudresh Kambli.

This order is issued in supersession to the order No. 2/12/95/Agri (Part)/40 dated 05-05-2016.

By order and in the name of the Governor of Goa.

U. B. Pai Kakode, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 13th June, 2016.

Order

No. 8/78/2016-17/D.Agri/79

Government is pleased to transfer and post the following Group 'A', Gazetted Officers to the station indicated below in public interest with immediate effect:

Sr. No.	Name of the Officer	Designation	Present posting	Place of posting on transfer
1.	Shri Yadvendra N. Dessai	Dy. Director of Agriculture	District Agriculture Officer (North)	As Programme Co-ordinator, Krishi Vigyan Kendra, South by relieving Shri Satish C. Dev from additional charge.
2.	Shri Nelson X. Figueiredo	Dy. Director of Agriculture	Dy. Director of Agriculture (Horticulture)	As District Agriculture Officer, North in place of Shri Yadvendra N. Dessai being transferred.
3.	Shri Satish C. Dev	Dy. Director of Agriculture	District Agriculture Officer (South)	As Dy. Director of Agriculture (Horticulture) in place of Shri Nelson X. Figueiredo being transferred.

They shall hand over the charge to the respective officer on their joining. Joining time and TA will be regulated as per transfer rules in force.

By order and in the name of the Governor of Goa.

U. B. Pai Kakode, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 14th June, 2016.

Order

No. 8/78/2016-17/D.Agri/81

Government is pleased to promote the following Assistant Directors of Agriculture to the post of Dy. Director of Agriculture, Group 'A', Gazetted Officer in the Pay Band III of Rs. 15,600-39,100+6,600/- Grade Pay with immediate effect purely on ad hoc basis initially for a period of one year or till the post is filled on regular basis whichever is earlier.

1. Shri Babal S. Prabhu.
2. Shri Madhav B. Kelkar.
3. Shri Nevil Alphonso.
4. Smt. Ana Dias e Camara.

On promotion they are posted as below:

Sr. No.	Name of the Officer	Designation	Present posting	Place of posting on ad hoc promotion
1.	Shri Babal S. Prabhu	Assistant Director of Agriculture	On deputation to ATMA (North) against the post of Project Director	Against the vacant post of Dy. Director of Agriculture (Crops, INM & NRM) by curtailing his deputation period against the post of Project Director, ATMA (North).
2.	Shri Madhav B. Kelkar	Assistant Director of Agriculture	On deputation to Goa State Horticulture Corporation Ltd., against the post of General Manager	Promoted on ad hoc basis as Dy. Director of Agriculture and continue his deputation period against the post of General Manager on the same terms and conditions as mentioned in Order No. 1/4/1/2015-D.Agri/11 dated 23-04-2015.
3.	Shri Nevil Alphonso	Assistant Director of Agriculture	On deputation against the post of Dy. Director (SAMETI)	As District Agriculture Officer (South) in place of Shri Satish C. Dev being transferred by curtailing his deputation period against the post of Dy. Director (SAMETI).
4.	Smt. Ana Dias e Camara	Assistant Director of Agriculture	On deputation against the post of Project Director (ATMA-South)	Against the vacant post of Dy. Director of Agriculture (Extension) by curtailing her deputation period against the post of Project Director (ATMA-South).

The ad hoc promotion will not bestow on the above officer any claim for regular promotion and the service rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade for eligibility for promotion to the next higher grade.

By order and in the name of the Governor of Goa.

U. B. Pai Kakode, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 14th June, 2016.

Order

No. 8/124/2015-16/KVK-F.M/D.Agri/82

Government is pleased to appoint Smt. Shruti S. Dupkar to the post of Farm Manager, Group 'B', Gazetted in Krishi Vigyan Kendra, South, Margao-Goa under Directorate of Agriculture on regular basis in the pay scale of Rs. 9,300-34,800+4,200 Grade Pay plus other allowances, with immediate effect.

The appointment is on officiating basis Smt. Shruti shall be on probation for a period of two years. The appointment is made on the recommendation of the Goa Public Service Commission vide their letter No. COM/I/5/2(3)/2015/13 dated 09-05-2016.

Smt. Dupkar is posted against the vacant post of Farm Manager at Krishi Vigyan Kendra, South which was last held by Kum. Milan Gaonkar, Assistant Agriculture Officer.

Smt. Shruti Swaroop Dupkar has been medically examined by the Medical Board of Goa Medical College & Hospital, Bambolim-Goa which states that she is not disqualified for the post of Farm Manager. The letter to verify her character and antecedent is sent to the concerned District Magistrate, the same will be communicated when received.

By order and in the name of the Governor of Goa.

U. B. Pai Kakode, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 14th June, 2016.

Department of Forest

Order

No. 4-2-2001-02/FOR(A)/167

Government is pleased to extend the ad hoc promotion of Shri A. G. Samant, Assistant Conservator of Forests in Forest Department for the interim period w.e.f. 01-01-2016 to 27-03-2016.

This issues with the recommendation of the Goa Public Service Commission as conveyed vide their

letter No. COM/II/11/22(1)/2014/316 dated 18-05-2016.

By order and in the name of the Governor of Goa.

Shaila G. Bhosle, Under Secretary (Forests).

Porvorim, 10th June, 2016.

Order

No. 4-3-2014/FOR (Part)/169

Read: Order No. 4-3-2014/FOR dated 11-05-2015.

Government is pleased to extend the term of ad hoc promotion of Shri Milind V. Karkhanis, Dy. Conservator of Forests for a further period of one year w.e.f. 30-11-2015 to 30-09-2016.

This issues with the recommendation of the Goa Public Service Commission conveyed vide their letter No. COM/II/11/22(2)/2014/318 dated 18-05-2016.

By order and in the name of the Governor of Goa.

Shaila G. Bhosle, Under Secretary (Forests).

Porvorim, 10th June, 2016.

Department of Home

Home—General Division

Notification

No. 1/27/99-HD(G)/1994

In exercise of the powers conferred by under Section 25(1) of Protection of Human Rights Act, 1993, the Government of Goa hereby appoints Shri A. D. Salkar, Retired District Judge as the Chairperson of the Goa Human Rights Commission to discharge functions of the Chairperson, till the new Chairperson is appointed.

By order and in the name of the Governor of Goa.

Neetal P. Amonkar, Under Secretary (Home).

Porvorim, 10th June, 2016.

Department of Information and Publicity

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Order

No. DI/INF/Cable-Net/2007/2016-17/1241

Subject: Monitoring Committee for private television channels at the State Level.

Whereas, as per the Section 2 of the Cable Television Networks (Regulation) Act, 1995, the District Magistrate or a Sub-Divisional Magistrate or a Commissioner of Police is designated as "authorized officer" within his local limits of jurisdiction by State or Central Government. And whereas, as per Section 11 and 12 of aforesaid Cable Act, the authorized officer has the power to seize and confiscate the equipment of the cable operator for violation of Section 5 and 6 of the Cable TV Networks (Regulation) Act, 1995, i.e. violation of programme code and advertisement code prescribed under Rule 6 and 7 of the Cable Television Network Rules, 1994 respectively. And whereas, it has been noticed that enforcement of said act in many parts of the country is not satisfactory either due to lack of knowledge or mechanism to enforce the same. And whereas, it was unanimously agreed in the 25th State Information Ministers Conference (SIMCON) held on 16th April, 2005 at Vigyan Bhavan, New Delhi that an enforcement mechanism needs to be constituted to enforce the provisions of Cable Television Networks Rules, 1994.

Now therefore, the Government hereby constitute a "Monitoring Committee for the Programmes and Advertisements telecast by Cable TV Channels" at the State, District/local level to enforce the provisions of Cables Act & Rules. In pursuance of the decision, a committee with the following as members is hereby constituted:

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|--|---|-----------|
| i) Secretary, Information & Publicity, Government of Goa | — | Chairman. |
| ii) Representative of DG of State Police | — | Member. |
| iii) Secretary (Social Welfare Department) | — | Member. |
| iv) Secretary (Women & Child) | — | Member. |
| v) Director, Doordarshan Kendra, Goa | — | Member. |
| vi) Shri Paresh Prabhu, Representative of Media Organization | — | Member. |
| vii) Smt. Jyoti Kunkolienkar, Representative of Women NGO | — | Member. |

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|--|---|-------------------|
| viii) Dr. (Smt.) Radhika Shrikant Nayak, Academician | — | Member. |
| ix) Dr. Anil Rane, Psychologist | — | Member. |
| x) Dr. (Smt.) Sheila D'Souza, Sociologist | — | Member. |
| xi) Director of Information & Publicity | — | Member Secretary. |

The nominated members shall have a term of two years from the date of appointment. They shall not be eligible for re-nomination. Any vacancy can be filled up by nominating a new member for a fresh term.

This Monitoring Committee will review and deliberate on the litany of complaints received by "Authorized Officer" or take suo-moto cognizance of violations of Programme and Advertisement Codes in the programmes transmitted and re-transmitted in the local cable channels. The committee will take a decision on the matters referred to it in accordance with the opinion of the majority of the members present at the meeting. The committee will determine whether a violation of the Codes has taken place and render advice on the further action to be taken in the matter to the 'Authorized Officer'.

Further, the Committee will forward complaints against satellite channels (National Channels) to the Additional Secretary, Ministry of Information & Broadcasting, Government of India, who is the Chairman of the Inter-Ministerial Committee constituted under Section 20 of the Cable Act to look into the violations of programme and Advertisement Codes.

In respect of content related issues telecast on local cable channels or on satellite TV channels which have local implications, Authorized Officer will take action as per Section 19 of the aforesaid Cable Act and Rules there under. However, content related issues telecast on satellite channels, which have all India implications the necessary action will be taken by Central Government.

By order and in the name of the Governor of Goa.

Jayant Tari, Director & ex officio Joint Secretary (Information & Publicity).

Panaji, 15th June, 2016.

Department of Information Technology

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Order

No. 2(2)/DOIT/2013/Electronics Manufacturing Cluster (EMC)/Vol. II/295

The Government of Goa has approved setting up of an IT Park in an area admeasuring 2,69,890 square meters in Survey Number bearing 40/1(part) situated in Chimbel Village of Tiswadi Taluka through Info Tech Corporation of Goa Limited (ITG).

The Government of Goa has also approved setting up of an Electronics Manufacturing Cluster (EMC) Scheme to provide world-class infrastructure for attracting investments in the Electronics Systems Design and Manufacturing (ESDM) Sector in an area admeasuring 5,97,125 square meters in Survey Numbers bearing 81/0, 82/0, 84/0, 85/0, 98/0, 99/0, 100/0, 101/0, 102/0, 103/0, and 104/0 in Tuem Village of Pernem taluka through ITG.

ITG has issued the Letter of Intent bearing No. ITG/PROJECT/CONSULTANTS/2015/4532 dated 13th October, 2015 and Letter of Commencement of Work/Work Order bearing No. ITG/PROJECT/CONSULTANTS/2015/6181 dated 24th February, 2016 to the consultant, M/s Jones Lang LaSalle Property Consultants (India) Pvt. Ltd. for carrying out the "Transaction Advisory Services for the development of Information Technology (IT)/Information Technology Enabled Services (ITES) Park and Electronic Manufacturing Clusters (EMC) in the State of Goa". The Agreement has been executed with them by ITG on 1st March, 2016.

The Project timelines for key deliverables by the consultant for the aforesaid work are as follows:

Sr. No.	Stages of work	Duration from the date of signing of agreement
1.	Submission of the draft Detailed Techno Feasibility Report of the project with recommendations of suitable modeling to ITG	Within 45 days.
2.	Submission of the final Detailed Techno Feasibility Report of the project with recommendations of suitable modeling to ITG	Within 60 days.
3.	Submission of draft conceptual master plan to ITG	Within 75 days.
4.	On submission of final conceptual master plan, 3-Dimensional model along	Within 100 days.

with the walk through of the final drawings to ITG

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|---|------------------|
| 5. Submission of the Environment Impact Assessment (EIA) Study, preparation of contour plan, geotechnical soil investigations (if required) and any other relevant study to ITG | Within 100 days. |
| 6. Submission of the draft Detailed Project Report (DPR) of the project to ITG | Within 100 days. |
| 7. Submission of the final Detailed Project Report (DPR) of the project to ITG | Within 120 days. |
| 8. Submission of completed application forms to be submitted to Government of India/Expenditure Finance Committee of Government of Goa, etc. as the case may be to ITG | Within 125 days. |
| 9. Submission of the draft Bidding Documents to ITG | Within 140 days. |
| 10. Submission of the final Bidding Documents to ITG | Within 150 days. |

In view of the aforesaid timelines and to give timely decisions to the consultant, the Government is pleased to constitute an Empowered Committee consisting of the following members:

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|-----------------------------------|---------------------|
| 1. Hon'ble Minister (IT) | — Chairman. |
| 2. Chairman (ITG) | — Member. |
| 3. Secretary (IT) | — Member. |
| 4. Director (IT) | — Member. |
| 5. Principal Chief Engineer (PWD) | — Member. |
| 6. Chief Electrical Engineer | — Member. |
| 7. Chief Town Planner | — Member. |
| 8. Managing Director (ITG) | — Member Secretary. |

The Committee Members will meet on a timely basis to give necessary inputs/suggestions/ /approvals, etc. on the reports, plans, etc. prepared by the consultant before finalising the same.

This is issued with the approval of Government vide U.O. No. C.M. 1865/F dated 23-03-2016.

By order and in the name of the Governor of Goa.

Ameya Abhyankar, I.A.S. Director (IT).

Porvorim, 8th June, 2016.

Department of Labour

Notification

No. 24/8/2004-LAB/405

Read: Government Notification No. 24/6/2013-LAB/83 dated 29-01-2014, published in the Official Gazette, Series II No.47 dated 20-02-2014.

In exercise of the powers conferred by sub-section (1) of Section 20 of the Goa Labour Welfare Fund Act, 1986 (Act 4 of 1987) (hereinafter called the "said Act") and in partial modification of the Government Notification cited above, the Government of Goa hereby appoints the Deputy Labour Commissioner, North Goa as Secretary of the Goa Labour Welfare Board for the purposes of the said Act, with immediate effect.

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).

Porvorim, 10th June, 2016.

Notification

No. 28/7/2005-LAB/341

The following award passed by the Industrial Tribunal-cum-Labour Court at Panaji-Goa on 03-03-2016 under reference No. IT/11/08 in respect of Workmen Rep. by the Presiding/General Secretary, CG-PPI Kundaim Employees union, Kundaim Industrial Estate, Kundaim-Goa is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank Thakur, Under Secretary (Labour).

Porvorim, 17th May, 2016.

IN THE INDUSTRIAL AND LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'silva, Hon'ble
Presiding Officer)

Ref. No. IT/11/08

Workmen

Rep. by the Presiding/General Secretary,
CG-PPI Kundaim Employees union,
C/O Shri Rohidas H. Gaude,
Akarwada, Mardol-Goa.

... Workmen/Party I.

V/s

M/s CG-PPI Adhesive Products Ltd.,
215, Kundaim Industrial Estate,
Kundiam-Goa. Employer/Party II.

Workmen/Party I represented by Adv. Shri H. Shirodkar.

Employer/Party II represented by Adv. Shri P. J. Kamat.

AWARD

(Passed on this 3rd day of March, 2016)

In exercise of the power conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short the Act) the Government of Goa by order dated 26-02-2008 bearing number 28/07/2005-LAB/313 has referred the following dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7-A of the said Act.

"(1) Whether the action of the management of M/s CG-PPI Adhesive Products Limited, Kundaim Industrial Estate, Kundiam-Goa, in refusing to concede the following demands raised by the CG-PPI Kundaim Employees Union on behalf of their workmen vide their letter dated 22-02-2005 is legal and justified ?

CHARTER OF DEMANDS

(1) **Demand No. 1:** The Union demands that all the workers should be fitted in revised pay scale as follows:-

Grade HI: 445-25-580-30-730-35-905-40-1105-45-1330.

Grade H2: 535-30-685-35-800-40-1060-45-1285-50-1725.

Grade WO: 600-30-775-40-975-45-1200-50-1450-55-1725.

Grade W1: 675-50-925-60-1225-70-1575-80-1975-90-2425.

Grade W2: 750-60-1050-70-1400-80-1800-90-2250-100-2750.

Grade W3: 850-70-1200-80-1600-90-2050-100-2550-110-3100.

Grade W4: 950-80-1350-90-1800-100-2300-110-2850-1250-3450.

(2) **Demand No. 2: Flat Rise.**

The union demands that all the workmen should be given rise in basic at the rate mentioned below:-

Grade:

H1—Rs. 350/-

H2—Rs. 400/-

H0—Rs. 500/-

W1—Rs. 550/-
W2—Rs. 600/-
W3—Rs. 650/-
W4—Rs. 700/-

Fitment: After adding above flat rise to the existing basic of the workman, they should be fitted in the revised scale of pay in their respective grades.

(3) Demand No. 3: Seniority Increments.

The union demands that all the workmen shall be given the seniority increments as mentioned below:-

Service above 2 years and upto 3 years	— Two Increment.
Service above 3 years and upto 7 years	— Four Increments.
Service 7 years and above	— Six Increments.

(4) Demand No. 4: Fixed Dearness Allowance.

The Union demands that the present rate of paid Fixed Dearness Allowance be revised and Rs. 600/- per month per workman be paid as Fixed Dearness Allowance.

(5) Demand No. 5: Variable Dearness Allowance.

The Union demands that the present rate of Variable Dearness Allowance being very less, the same shall be paid at the revised rate of Rs. 2.50/- per point rise beyond 2200 (1960=100).

(6) Demand No. 6: House Rent Allowance.

The Union demands that House Rent Allowance should be paid at the revised rate i.e a rise of Rs. 350/- should be given in present House Rent Allowance.

(7) Demand No. 7: Conveyance Allowance.

The Union demands that every workmen should be given Conveyance Allowance at the revised rate of Rs. 400/- per month, to meet the increased cost of transport.

(8) Demand No. 8: Canteen Subsidy.

The Union demands that Canteen Subsidy should be paid at the revised rate of Rs. 300/- per month per workman or canteen item should be provided at subsidized rates.

(9) Demand No. 9: Education Allowance.

The Union demands that all the workmen should be paid Educational Allowance at the revised rate of Rs. 300/- per month per workman.

(10) Demand No. 10: Domiciliary Treatment Allowance.

The Union demands that the Domiciliary Treatment Allowance should be paid at the rate of Rs. 200/- per month per workman.

(11) Demand No. 11: Accident Leave and Medical Expenses.

The Union demands that those workmen who meet with accident while on duty should be given special sick leave till they are fit to resume duty and full medical expenses should be reimbursed by the Management.

(12) Demand No. 12: Leave Travel Allowance.

The Union demands that rise of Rs. 1500/- shall be given in present Leave Travel Allowance of each worker.

(13) Demand No. 13: Leave and Holidays.

(A) The Union demands that leave facilities should be provided as follows:

- i) Private Leave – One leave for every 15 days worked or 25 days per year.
- ii) Sick Leave – 10 days per year.
- iii) Casual Leave – 10 days per year.

(B) Holidays – The Union demands 10 days public holidays and 3 restricted holidays per year.

(14) Demand No. 14: Chemical Allowance.

The Union demands that all the workmen should be paid chemical allowance at the rate of Rs.150/- per month.

(15) Demand No. 15: Washing Allowance.

The Union demands that all the workmen should be given washing allowance at the rate of Rs. 50/- as a rise in their present allowance.

(16) Demand No. 16: Loans

The Union demands that those workmen who have completed more than two years in service should be given loan facility of Rs. 50,000/- to purchase household things which will be recoverable from the worker at the rate of 4% interest.

(17) Demand No. 17: Shift Allowance.

The Union demands that if the workers working for II shift, Rs. 15/- should be paid Rs. 20/- per day.

(18) Demand No. 18: Medical Allowance.

The Union demands for medical benefits should be given herein below.

GRADE:

H1 & H2 — Rs. 200/-
W0 & W1 — Rs.250/-
W2, W3 & W4 — Rs. 300/-

(19) Demand No. 19:

The Union demands that all the workmen who have completed 4 years in the present grade as on 31-03-2015 should be given next higher promotion/ higher grade.

The Union reserves the right to amend, add, delete any clauses of the Charter of Demands during the negotiation.

(II) If the answer to issue No. (I) above is in the negative, then, to what relief the workmen are entitled?"

2. Upon receipt of the dispute, Reference No. IT/11/2008 was registered. Notices were issued to both the parties under registered post, upon which both the parties were served. Party I filed the claim statement at Exb. 6. Party II filed Written Statement at Exb. 8. Rejoinder was filed by Party I at Exb. 9.

3. In short, the case of the Party I is that the "CGPPI Kundaim Employees Union" is a registered Trade Union under the Indian Trade Unions Act, 1926 and is recognized union in the factory. The Union is representing all the workmen employed by the Party II at Kundaim Factory. It is the further case of the Party I that the workmen submitted the Charter of Demands vide their letter dated 22-03-2005 and after submissions of the Charter of Demands, the management played the delaying tactics and hence the Union raised the dispute before the Conciliation Officer which ended in failure. The Charter of Demands are specified in the statement of claim. The Party I claimed that the benefits of the settlement should be made effective from 01-04-2005 after expiry of earlier settlement and therefore prayed to declare the demands submitted by the Union as just and proper and grant the said demands in toto from the date of expiry of the previous settlement and to make suitable order.

4. In the written statement, Party II raised objections on the maintainability of the reference by stating that the earlier settlement dated 31-03-2002 was not terminated by the Union as required under Section 19(3) of the Industrial Disputes Act, 1947 before making the Charter of Demands dated 17-02-2007. The Charter of Demands which has been referred for adjudication by the Government of Goa are wholly unrealistic, unjustified and unreasonable. The Party I and the workmen however commenced agitations and started indulging in serious acts of misconducts and acts of indiscipline since Party II did not agree for revision of wages and other benefits demanded under Charter of Demands of the workmen and as the workmen did not agree for change in production system nor increased the production. The Management of the company was also willing to amicably settle the Charter of Demands. However it was on account of adamant and high handed attitude of the workmen, the company had to suffer hardship in the competitive market. The wages drawn by the

employees are amongst the best in the area and therefore there is no question of revision for wages demanded by the Union. Amongst other grounds, Party II denied that Party I are entitled to the benefits from 01-04-2005 i.e. after the expiry of the earlier settlement as alleged and that the demands cannot be granted from retrospective effect. The reference therefore be dismissed and the demands raised by the Company be given effect.

5. In the rejoinder, Party I claimed that the Charter of Demands referred for adjudication are just proper and reasonable and the revision of wages is asked only to meet the high increase in the cost of living specially in Goa being a tourist State. It is also claimed that during the wage negotiations whatever commitment made on behalf of the workers were honoured. It is further stated that for any technological change ought to be done by the management, the workers have no role to play. However it is clarified that within the reach of the workers they have put maximum efforts to increase the production and productivity, and that the production was increased during the said period. This act of the employer to force the workers to sign five years settlement from the date of signing without arrears in nothing but the indulgences of unfair labour practices and exploitation of the workers. The period of the settlement is always depending on the amount of rise and increase in variable dearness allowance given to the workers. Party II was bent upon to sign five years settlement from the date of signing without the payment of arrears and discontinuance of existing variable dearness allowance.

6. During the pendency of the proceedings, Party I represented by Adv. Shri. Hrudaynath Shirodkar and Party II represented by Adv. Shri. P. J. Kamat filed an application at Exb. 35 stating that the matter is settled amicably in terms of the settlement at Exb.36 and prayed a consent award be made. The terms of the settlement are reproduced herein.

TERMS OF SETTLEMENT

Chapter 1

Objective, Period, Coverage & Eligibility, Quantum of Benefits etc. of this Settlement

1.1 Objective of the Settlement:

- 1.1.1 The union/workmen agree to make sincere efforts to achieve company's Vision and Mission.
- 1.1.2 The union/workmen agree to maintain and improve cordial relationship with the Management through consistent co-operation.

- 1.1.3 The union/workmen agree to achieve maximum work performance, line efficiency, production output as per approved Cycle Time/Productivity norms/Work targets, as well as productivity improvement, quality improvement, smooth and un-interrupted working in the plant and effective utilization of work time.
- 1.1.4 The union/workmen agree to maintain and improve high sense of discipline wherein workmen would strictly abide by Company Rules, Regulations and Standing Orders.
- 1.1.5 The union/workmen agree that there shall be no strikes, slowdowns or other work stoppages during the term of this agreement.

1.2 Coverage and Eligibility:

- 1.2.1 This settlement shall be applicable and binding on all the permanent workmen of the company who were on the rolls of the company as on 1st April, 2014 and continue to be on the rolls as on the date of signing of this settlement. They will be eligible for the arrears of wage revision under this settlement. They will be deemed to be eligible for proportionate lumpsum payment benefit calculated for the relevant period of their service on the permanent rolls of the company during the period 01-04-2002 to 31-03-2014.

Those workmen who have joined the establishment after 01-04-2014 and have been made permanent thereafter are also eligible for the arrears of wage revision under this settlement but they shall not be entitled to the benefit of lumpsum payment.

- 1.2.2 This settlement shall also be applicable to those permanent workmen of the company who left the services of the company between 1st April, 2014 and date of signing of this settlement (i.e. 18th February, 2016) for any reason whatsoever including Resignation/Retirement/Death/Termination etc. They will be deemed to be eligible for the arrears of wage revision under this settlement calculated as from 01-04-2014 to the date up to which they were in the services of the company. They will be deemed to be eligible for proportionate lumpsum payment benefit calculated for the relevant period of their service for which they were on the permanent rolls of the company during the period 01-04-2002 to 31-03-2014.

- 1.2.3 Furthermore this settlement shall be also applicable and binding on all the permanent workmen who were on the rolls of the company from 1st April, 2002 up to 31st March, 2014 and have ceased to be in employment of the Company for any reason whatsoever including Resignation Retirement/Death/Termination etc. save and except for the limited purpose of receipt of arrears of lumpsum payment for the relevant period of their service on the permanent rolls of the company during the period 01-04-2002 to 31-03-2014. The workmen covered under this category will not be entitled for any other benefits either monetary or otherwise which may be extended to the workmen covered under clause 1.2.1 and 1.2.2 above.

- 1.2.4 This settlement shall also be applicable to those workmen who will be employed by the company in the permanent employment after the date of signing of this settlement.

- 1.2.5 All those permanent workmen who have ceased to be on the rolls of the company on or before 31-03-2002 for any reason whatsoever are not entitled to any benefit either monetary or otherwise under this settlement.

1.3 Period of Settlement:

- 1.3.1 It is agreed between the parties that this settlement shall come into effect from 1st April, 2014 and shall remain in force for period of 5 years up to 31st March, 2019. Thereafter the settlement shall continue to remain in force until replaced by another settlement in accordance with the provisions of the Industrial Disputes Act, 1947.
- 1.3.2 Any change of the Union or its status of recognition during the period of this settlement shall not affect the terms of this settlement.
- 1.3.3 In the event of any of the provisions of this settlement becoming legally invalid or unenforceable or suspended or superseded by any Statute, Award or by any Agreement between the parties, such invalidity, unenforceability, suspension or supersession shall not affect the remain provisions of this Settlement.

1.4 Quantum of Wage Revision:

1.4.1 The Union/Workmen have understood and agreed that the quantum of wage revision under this settlement shall be as follows. Both the parties have also signed a minutes to this effect dated 28-01-2016 before the Assistant Labour Commissioner & Conciliation Officer, Ponda, Government of Goa.

Year	Period	Wage Revision per workman per month (in Rs.)	Cumulative Amount of Wage Revision (in Rs.)
Year-1	01-04-2014 to 31-03-2015	3,000/-	3,000/-
Year-2	01-04-2015 to 31-03-2016	1,000/-	4,000/-
Year-3	01-04-2016 to 31-03-2017	1,000/-	5,000/-
Year-4	01-04-2017 to 31-03-2018	1,500/-	6,500/-
Year-5	01-04-2018 to 31-03-2019	1,500/-	8,000/-

1.4.2 The parties have agreed that the above quantum of wage revision is on a "Cost to Company (CTC) pay" basis (as per the definition of CTC pay mentioned under clause 2.1 of Chapter 2). The union/ /workmen also agree with the distribution of the above wage revision made in the CTC pay structure as per details in Clause 1.5.

1.4.3 The wages for the month of February-2016 payable on/before 7th March, 2016 and thereafter will be including the amounts of the wage revision as above.

1.4.4 The payment of arrears on account of this wage revision for the period from 01-04-2014 to 31-01-2016 shall be paid on before 07-04-2016 along with the wages of March-2016.

1.5 Distribution of Wage Revision – Increment Portion:

The distribution of wage revision – increment portion as mentioned in Clause 1.4.1 above has been done as follows for all the grades:

No.	Component	Year-1 (Rs/pm)	Year-2 (Rs/pm)	Year-3 (Rs/pm)	Year-4 (Rs/pm)	Year-5 (Rs/pm)
1	2	3	4	5	6	7
1	Basic Wages - Flat Rise	395	300	300	300	300
2	Basic wages - Fitment benefit (varies from person to person, the given figure is average	23	-	-	-	-

1	2	3	4	5	6	7
	for all workmen as on 1 st April, 2014)					
3	FDA-Flat rise	700	-	-	-	-
4	FDA-Round off	4	-	-	-	-
5	PF (on 1 to 4) @ 13.36%	150	40	40	40	40
6	Gratuity (on 1 to 4) @ 4.81%	54	15	15	15	15
7	HRA	505	100	100	200	200
8	Conveyance	375	95	75	190	190
9	Medical	250	90	40	190	190
10	Education	190	90	40	190	190
11	Washing	125	90	32	185	185
12	Food	125	90	0	0	0
13	Chemical	105	90	0	0	0
14	City (See N1)	-	-	125	125	125
15	LTA (monthly value)	-	-	200	-	-
16	ESIS@ 4.75% (See N2)	-	-	34	66	66
	Total	3000	1000	1000	1500	1500

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

Notes :

N1 = City Allowance being a new allowance, it is started prospectively from Year-3. N2 = The ESIS contribution on enhanced wages from a retrospective date is payable from the month in which such increase is announced. There is no need to pay the contribution on the arrears for the period prior to the month of agreement. Hence in Year-1 and Year-2 the ESIS contribution is not considered in the distribution. It has been considered from Year-3, as Year-1 and Year-2 (upto Jan-16) have elapsed prior to the settlement.

1.6 50% Recovery of "Adhoc Advance" payment:

1.6.1 This issue was discussed between the parties in 18-02-2016 Conciliation meeting. The Union requested the Management to only recover 50% of this amount, however it was agreed by the Union in the minutes dtd. 04-02-2015 that the entire amount of this adhoc advance paid will be deducted from the arrears of this settlement. However in the 18-02-2016 meeting it was agreed by the Management that out of the total amount of "Adhoc Advance" paid by the Company at the rate of Rs.1000/- per month to all the permanent workmen with effect from 1st February, 2015 to date (which cumulatively amounts to Rs.12,000 per person) only 50% amount (i.e. Rs. 6000)

will be recovered (from arrears of wage revision that will be paid in April-2016) and balance 50% recovery is waived off. Further this Adhoc Advance payment will be discontinued from 1st February, 2016.

1.7 Quantum of lumpsum payment and terms & conditions thereto:

1.7.1 The Union/Workmen have understood and agreed that the quantum of lumpsum payment is Rs. 80,000/- (Eighty Thousand) in respect of each eligible workman as defined in the Clause 1.2 (1.2.1, 1.2.2 and 1.2.3) of Chapter 1 – Coverage and Eligibility and it shall be in accordance with the terms and conditions mentioned in clause 1.7.2 below. Both the parties have also signed a minutes to this effect dated 28-01-2016 before the Assistant Labour Commissioner & Conciliation Officer, Ponda, Government of Goa.

1.7.2 Terms and Conditions:

1.7.2.1 The Company agrees to pay a lumpsum amount of Rs. 80,000/- (Eighty Thousand) as arrears towards full and final settlement of all the demands raised by the Union in its Charter of Demands dated 21-03-2002, 22-02-2005, 31-03-2008 and 29-03-2011 and which are subject matter of dispute before the Industrial Tribunal in various references being Ref. No. IT-23/05, Ref. No. IT-11/08, Ref. No. IT-49/12 and Ref. No. IT-58/12 respectively.

1.7.2.2 This lumpsum payment is paid by the Company as under:

(i) Charter of Demands dtd. 21-03-2002...	Rs.20,000/-
(ii) Charter of Demands dtd. 22-02-2005...	Rs.20,000/-
(iii) Charter of Demands dtd. 31-03-2008...	Rs.20,000/-
(iv) Charter of Demands dtd. 29-03-2011...	Rs.20,000/-
Total.....	Rs.80,000/-

1.7.2.3 The workmen who were the “concerned workmen” in the pending references and who are on the rolls of the company on the date of signing of the settlement and also those who have ceased to be in the employment of the company for any reason whatsoever including Resignation/Retirement/Death/Termination etc. would be entitled to proportionate benefit of the lumpsum payment arrears.

1.7.2.4 It is agreed between the parties that the lumpsum payment shall be disbursed in three installments as follows:

- 1st installment of Rs. 30,000/- will be paid on 30-04-2016.
- 2nd installment of Rs. 25,000/- will be paid on 31-07-2016.
- 3rd installment (Final installment) of Rs. 25,000/- will be paid on 31-10-2016.

1.7.2.5 The Union and the workmen hereby agree that the aforesaid lumpsum payments is in full and final settlement of all the demands raised by them from April-2002 to March-2014 through their above mentioned Charters of Demands and that the Union and the workmen shall not make any fresh demands either monetary or otherwise on the company for the said period and for all purposes all the demands made by the Union through these charters or even otherwise for the said period shall be deemed to have been settled fully, finally and irrevocably.

1.7.2.6 The Union and the workmen represent and agree that the terms and conditions mentioned herein have the consent of all the concerned workmen either currently in the employment of the company or have ceased to be in the employment of the company. The Union and the workmen further agree to indemnify and keep the company indemnified in respect of any and/or all the demands, claims made by any of the concerned workmen for the period from 2002 to 2014.

1.7.2.7 The parties further agree to file joint applications along with a copy of this Settlement before the Industrial Tribunal in the aforesaid 4 pending references (i.e. Ref. No. IT-23/05, Ref. No. IT-11/08, Ref. No. IT-49/12 and Ref. No. IT-58/12) related to the aforesaid Charters of Demands bringing to the notice of the Hon'ble Tribunal the signing of the present settlement which covers the dispute in the aforesaid pending references with an appeal to dispose of these pending references by passing Award/Awards in terms of the present settlement. The joint applications shall be filed at the earliest from the date of signing of this settlement and in any case on or before the next date of court proceedings in the matter. Notwithstanding the above, the parties agree that the subject matter of dispute in the aforesaid pending references have been settled fully, finally and irrevocably.

1.7.2.8 The parties have understood and agreed that this lumpsum payment (as mentioned in Clause 1.7.2.1) which is in full and final settlement of all the demands raised by Union in the 4 CODS pending before the Industrial Tribunal is in addition to the lumpsum payment of Rs. 450/- per workman per month granted by the Conciliation Officer as Interim Relief w.e.f. 1st June, 2003 during the conciliation proceedings in respect of the charter of demands dated 21-03-2002 and which the company has been paying since then till date. Therefore, it is also understood and agreed between the parties that the aforesaid lumpsum payment (of Rs. 450) which the company has paid every month from June-2003 till date will not be recovered, however the monthly payment will be discontinued with effect from 1st February, 2016.

Chapter 2

Definitions

2.1 "Cost to Company (CTC) Pay" is the sum of all the emoluments paid by the company under the following heads:

- Basic
- Fixed Dearness Allowance
- Variable Dearness Allowance (HCLA)
- House Rent Allowance
- Conveyance Allowance
- Medical Allowance
- Educational Allowance
- Washing Allowance
- Food Allowance
- Chemical Allowance
- Leave Travel Allowance
- ESIS – Employers Contribution
- Provident Fund – Employers Contribution (including EPF, EPS, EDLI and Administrative charges)
- Labour Welfare Fund – Employers Contribution

Under this settlement the following elements will be discontinued from the CTC pay structure:

- Variable Dearness Allowance (HCLA) – This allowance will be discontinued/abolished w.e.f. 1st April, 2014.

All other elements will be applicable during the operative period of this settlement.

Under this settlement the following elements will be introduced in the CTC pay structure.

- City Allowance – This allowance will be introduced w.e.f. 1st April, 2016.

2.2 "Pre-revised CTC Pay" means the CTC pay as on 1st April, 2014 i.e. the sum of all the emoluments (as mentioned in Clause 2.1) drawn by the workmen at the rate as on 1st April, 2014.

Chapter 3

Grades, Basic Wage Scale, Increment, Fitment

3.1 Basic Wage Scales:

3.1.1 It is agreed and accepted by both the parties that the practice of 7 Grade Monthly Basic Wages scale shall be continued and followed during the term of this settlement.

3.1.2 The Revised scales of Basic Wages with effect from 01-04-2014 shall be as follows:

Grade	Pre-revised scales of Basic Wages	Revised scales of Basic Wages w.e.f. 01-04-2014
H1	275 — 10/5 — 325 — 15/5 — 400 — 20/5 — 500	500 — 40/5 — 700 — 45/5 — 925 — 50/5 — 1175 — 55/5 — 1450 — 60/5 — 1750
H2	300 — 15/5 — 375 — 20/5 — 475 — 25/5 — 600	600 — 45/5 — 825 — 50/5 — 1075 — 55/5 — 1350 — 60/5 — 1650 — 65/5 — 1975
W0	325 — 20/5 — 425 — 25/5 — 550 — 30/5 — 700	700 — 50/5 — 950 — 55/5 — 1225 — 60/5 — 1525 — 65/5 — 1850 — 70/5 — 2200
W1	355 — 30/5 — 505 — 40/5 — 705 — 50/5 — 955	955 — 90/5 — 1405 — 100/5 — 1905 — 110/5 — 2455 — 120/5 — 3055 — 130/5 — 3705
W2	450 — 35/5 — 625 — 45/5 — 850 — 55/5 — 1125	1125 — 95/5 — 1600 — 105/5 — 2125 — 115/5 — 2700 — 125/5 — 3325 — 135/5 — 4000
W3	500 — 40/5 — 700 — 50/5 — 950 — 60/5 — 1250	1250 — 100/5 — 1750 — 110/5 — 2300 — 120/5 — 2900 — 130/5 — 3550 — 140/5 — 4250
W4	600 — 45/5 — 825 — 55/5 — 1100 — 65/5 — 1425	1425 — 105/5 — 1950 — 115/5 — 2525 — 125/5 — 3150 — 135/5 — 3825 — 145/5 — 4550

3.2 Fitment in the Revised Scales:

3.2.1 The fitment mechanism for arriving at the Revised Basic Wages in the revised scales as on 01-04-2014 shall be as under:

- (i) Flat Rise : The basic wage drawn as on 01-04-2014 shall be improved by adding a flat rise of Rs. 395/-.
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2014. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2014 upto 31st March, 2015.

3.2.2 The Basic Wage from 01-04-2015 will be arrived at as follows :

- (i) Flat Rise: The Basic wage drawn as on 31-03-2015 shall be improved by adding a flat rise of Rs. 300/-
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2015. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2015 upto 31st March, 2016.

3.2.3 The Basic Wage from 01-04-2016 will be arrived at as follows :

- (i) Flat Rise: The Basic wage drawn as on 31-03-2016 shall be improved by adding a flat rise of Rs. 300/-
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2016. But if the aggregate amount arrived at in step (i)

is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2016 upto 31st March, 2017.

3.2.4 The Basic Wage from 01-04-2017 will be arrived at as follows :

- (i) Flat Rise: The Basic wage drawn as on 31-03-2017 shall be improved by adding a flat rise of Rs. 300/-.
- (ii) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2017. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2017 upto 31st March, 2018.

3.2.5 The Basic Wage from 01-04-2018 will be arrived at as follows:

- (iii) Flat Rise: The Basic wage drawn as on 31-03-2018 shall be improved by adding a flat rise of Rs. 300/-.
- (iv) If the aggregate amount arrived at in step (i) is exactly the step in the revised wage scale the revised basic wages shall be fitted at that step with effect from 01-04-2018. But if the aggregate amount arrived at in step (i) is in between two steps of the revised wage scale, then it will be stepped up to the nearest higher step of the revised wage scale applicable.

The Basic wage arrived through the above steps will be the Revised Basic wage w.e.f. 1st April, 2018 upto 31st March, 2019.

3.3 Rate and Date of Annual Increment in Basic Wages:

3.3.1 It is agreed between the parties that all permanent workmen will be eligible for one annual increment in Basic Wages as per the revised scales during the term of this settlement.

3.3.2 The anniversary date of drawal of annual increment for all workmen shall be uniform and shall be drawn on 1st April of every year irrespective of their date of promotion/ /date of joining.

3.3.3 All permanent workmen will earn an increment every year and no workman shall stagnate.

3.3.4 Date of next increment: The next increment in Basic wage of all those permanent workmen whose Basic wage has been fixed as above under this settlement will be 1st April, 2016.

3.4 Clarifications:

3.4.1 The parties agree that the Company shall not recover/adjust the annual increments granted from 1st April, 2014 to the date of signing of settlement that has been already paid to the workmen as part of their wages and/or as retiral benefit amount contributed by the Company and that the Basic wages paid for the said period shall be treated as full and final settlement of Basic wages payable under the earlier applicable settlement.

3.4.2 It is further clarified that any unpaid dues of whatsoever nature (except the dues of unpaid Overtime and Statutory Bonus) calculated as a basis of Basic Wages for the period from 01-04-2014 shall be calculated on the basis of Revised Basic Wage as per this Settlement. The dues of unpaid Bonus (any revised statutory Bonus for the financial year 14-15 and statutory bonus for the financial year 15-16) shall be calculated with reference to the earlier actual Basic received by the workmen during the said period. That any overtime paid to the employees for the overtime work performed up to the date of signing of this settlement shall not be recalculated on account of this settlement.

3.5 Fixation of Basic Wage on Promotion:

3.5.1 In the case of promotion from lower grade to higher grade the workman will be given one increment as per his existing grade (as per the increment rates mentioned in the table in clause 3.1.2) and then he will be fitted in the next higher grade basic wage scale.

3.6 Recruitment of New Workmen (Junior Trainees):

3.6.1 It is agreed and accepted by the parties that any newly recruited workmen, employed on the permanent rolls of the Company, after the date of signing of this Settlement, shall join in the Junior Trainee (JT) grade only and shall be entitled to the following wage structure for the initial service period of three years:

Component	Rs. per month
Basic	330
Fixed Dearness Allowance	6432
House Rent Allowance	200
Conveyance Allowance	150
Medical Allowance	100
Education Allowance	75
Washing Allowance	50
Food Allowance	50
City Allowance – Year 1	175
City Allowance – Year 2 (Rs. 350/- per month)	
City Allowance – Year 3 (Rs. 525/- per month)	
Total	7562

3.6.2 Annual Increment in Basic Wage will be Rs.25/- per month. The above wage structure will be applicable for a period of three years from the date of joining, after which the workman will be placed in Grade H1 at a fitment to match the starting basic wage applicable to Grade H1 (as mentioned in the table in point 3.1.2), with applicable allowances. The placement of a JT in Grade H1 will be subject to his successfully completing the selection and assessment process/criteria as may be adopted by the company from time to time, including but not limited to interview, written test, aptitude test, technical test etc. The decision of the Management in this regard will be final and binding. Such of the Junior Trainee/s, who fail to clear the selection/assessment process may not be continued in the employment any further and/or suitable decision about his/ their continuance etc. may be taken by the management.

3.6.3 During the period of three years, it will be ensured that the total wages drawn at any time by the JTs will not fall below the total statutory minimum wages applicable to the Industry/Zone and the category/class applicable to them at any time. In case of

shortfall, the amount equivalent to the shortfall will be added to the Fixed Dearness Allowance to protect the minimum wage level.

3.6.4 During the period of three years, in addition to the above mentioned terms and conditions, the JTs will also be strictly governed by all the other terms and conditions as set out in their appointment letter.

3.6.5 It is agreed and accepted by both the parties that this settlement does not directly or indirectly alter/affect/supersede any terms and condition of employment of the existing JTs who are on the rolls of the Company on the date of signing of this Settlement and who have not yet completed their initial service period of three years and such JTs would continue to be governed by the terms and conditions of their appointment including but not limited to those as set out in their appointment letter.

The placement of these JTs in Grade H1 upon completion of their initial 3 years will be subject to their successfully completing the selection and assessment process/criteria as may be adopted by the company from time to time, including but not limited to interview, written test, aptitude test, technical etc. The decision of the Management in this regard will be final and binding. Such of the JTs, who fail to clear the selection/assessment process may not be continued in the employment any further and/or suitable decision about his/their continuance etc. may be taken by the management.

3.7 New Workmen – Direct recruitment in some Grades:

3.7.1 Notwithstanding the conditions mentioned in clause 3.6 above, the management also reserves the right to recruit workmen in the grades H1, H2, and W0 directly based on the requirements of the business and the skills, qualifications of the workmen and that the union/workmen agrees not to raise any kind of objection or dispute to such recruitment.

3.7.2 New Machines – Notwithstanding the conditions mentioned in clause 3.6 above, the Management's decision to recruit specially trained and experienced workmen directly in the grades H1, H2 and W0 may also arise in order to man the new

sophisticated machines and union/workmen shall not raise any objection to such recruitment. For this purpose, Management may also consider suitability of company's existing operators.

Chapter 4

Recurring Allowances

4.1 Dearness Allowance:

4.1.1 It is agreed between the parties to freeze the Variable Dearness Allowance (VDA, which is named as HCLA) payable to the workmen during the operation of the present settlement. Accordingly the VDA which was hitherto being paid on the basis of All India Consumer Price Index (1960=100) notified by the Government of India and neutralized at the rate of 1.70 per point rise/fall as applicable as on 1st April, 2014 shall be frozen and shall be converted as Fixed Dearness Allowance (FDA) with effect from 1st April, 2014, and shall be merged with the existing FDA amount if any.

4.1.2 The Dearness Allowance arrived at as per Clause 4.1.1 above in the case of each workman will be further improved by adding a flat rise of Rs.700/- (Seven Hundred).

4.1.3 The aggregate amount arrived at as per Clause 4.1.2 above would be rounded off to the next multiple of Rupees Ten (Rs.10) only and shall be the revised Fixed Dearness Allowance with effect from 1st April, 2014.

4.1.4 The revised Fixed Dearness Allowance arrived by following the above steps is as follows:

Grade	Revised FDA w.e.f. 1st April, 2014 (in Rs. per month)
H1	7,550/-
H2	7,620/-
W0	7,820/-
W1	8,750/-
W2	8,750/-
W3	8,750/-
W4	8,750/-

4.1.5 The parties agree that the Company shall not recover/adjust the amount of revisions made in VDA from 1st April, 2014 to the date of signing of settlement that has been already paid to the workmen as part of their wages and/or as retiral benefit amount contributed by the Company and that the

VDA paid for the said period shall be treated as full and final settlement of VDA payable under the earlier applicable settlement.

- 4.1.6 It is further clarified that any unpaid dues of whatsoever nature (except the dues of unpaid Overtime and Statutory Bonus) calculated as a basis of FDA and VDA for the period from 01-04-2014 shall be calculated on the basis of Revised FDA as per this Settlement. The dues of unpaid Bonus (any revised statutory Bonus for the financial year 14-15 and statutory bonus for the financial year 15-16) shall be calculated with reference to the earlier actual FDA and VDA received by the workmen during the said period. That any overtime paid to the employees for the overtime work performed up to the date of signing of this settlement shall not be recalculated on account of this settlement.

4.2 House Rent Allowance:

That House Rent Allowance is revised at the following rates :

Pre-revised HRA (Rs./pm)	Revised Grade	House Rent Allowance (in Rs. per month)	Year-1	Year-2	Year-3	Year-4	Year-5
200	H1	705	805	905	1105	1305	
220	H2	725	825	925	1125	1325	
240	W0	745	845	945	1145	1345	
485	W1	990	1090	1190	1390	1590	
485	W2	990	1090	1190	1390	1590	
510	W3	1015	1115	1215	1415	1615	
510	W4	1015	1115	1215	1415	1615	

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

4.3 Conveyance Allowance:

That Conveyance Allowance is revised at the following rates :

Pre-revised Conveyance All. (Rs./pm)	Revised Grade	Conveyance Allowance (in Rs. per month)	Year-1	Year-2	Year-3	Year-4	Year-5
150	H1	525	620	695	885	1075	
180	H2	555	650	725	915	1105	
230	W0	605	700	775	965	1155	
350	W1	725	820	895	1085	1275	
370	W2	745	840	915	1105	1295	
390	W3	765	860	935	1125	1315	
410	W4	785	880	955	1145	1335	

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

4.4 Medical Allowance:

That Medical Allowance is revised at the following rates :

4.4.1

Pre-revised Medical All. (Rs./pm)	Revised Medical Allowance (in Rs. per month)	Year-1	Year-2	Year-3	Year-4	Year-5
100	H1	350	440	480	670	860
125	H2	375	465	505	695	885
150	W0	400	490	530	720	910
205	W1	455	545	585	775	965
230	W2	480	570	610	800	990
255	W3	505	595	635	825	1015
280	W4	530	620	660	850	1040

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

- 4.4.2 Those workmen who will go outside the coverage wage limit of ESIS after the date of signing of settlement due to this wage revision, shall be paid an additional amount of Rs.712.50 as Medical Allowance in addition to the Medical Allowance amount as shown above. However it is clarified that as per the ESIS rules an employee who crosses the prescribed ceiling limit in any month at any time after commencement of the contribution period (April-Sep and Oct-Mar) as per ESIS, he/ /she would continue to be an employee covered under ESIS till the end of that contribution period, and therefore the said amount will be paid only from the month of commencement of subsequent contribution period.

Though there is a ceiling limit of wages for coverage of an employee, there is no ceiling limit in the definition of wages for payment of contribution. Hence, ESIS contribution is payable on the total wages without any ceiling limit during such aforesaid period.

- 4.4.3 In case of the revision in ESIS coverage wage limit, the workmen coming back under purview of ESIS, will not be entitled for the Medical Allowance of Rs.712.50 and

the same will be withdrawn from the date they come under the purview of ESIS.

4.5 Education Allowance:

That Education Allowance is revised at the following rates :

Pre-revised Revised Education Allowance (in Rs. per month)						
Education	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
All.(Rs./pm)						
75	H1	265	355	395	585	775
85	H2	275	365	405	595	785
100	W0	290	380	420	610	800
200	W1	390	480	520	710	900
215	W2	405	495	535	725	915
225	W3	415	505	545	735	925
235	W4	425	515	555	745	935

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

4.6 Washing Allowance:

That Washing Allowance is revised at the following rates:

Pre-revised Revised Washing Allowance (in Rs. per month)						
Washing	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
All.(Rs./pm)						
50	H1	175	265	297	482	667
50	H2	175	265	297	482	667
50	W0	175	265	297	482	667
105	W1	230	320	352	537	722
105	W2	230	320	352	537	722
105	W3	230	320	352	537	722
105	W4	230	320	352	537	722

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

4.7 Food Allowance:

That Food Allowance is revised at the following rates:

Pre-revised Revised Food Allowance (in Rs. per month)						
Food	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
All.(Rs./pm)						
50	H1	175	265	265	265	265
50	H2	175	265	265	265	265
50	W0	175	265	265	265	265
150	W1	275	365	365	365	365
150	W2	275	365	365	365	365
150	W3	275	365	365	365	365
150	W4	275	365	365	365	365

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

4.8 Chemical Allowance:

That Chemical Allowance is revised at the following rates:

Pre-revised Revised Chemical Allowance (in Rs. per month)						
Chemical	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
All.(Rs./pm)						
40	H1	145	235	235	235	235
40	H2	145	235	235	235	235
40	W0	145	235	235	235	235
40	W1	145	235	235	235	235
40	W2	145	235	235	235	235
40	W3	145	235	235	235	235
40	W4	145	235	235	235	235

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

4.9 City Allowance:

That City Allowance is being introduced from the third year of this settlement (i.e. w.e.f. 01-04-2016) and it will be paid at the following rates:

Pre-revised Revised City Allowance (in Rs. per month)						
City	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
All.(Rs./pm)						
NA	H1	NA	NA	125	250	375
NA	H2	NA	NA	125	250	375
NA	W0	NA	NA	125	250	375
NA	W1	NA	NA	125	250	375
NA	W2	NA	NA	125	250	375
NA	W3	NA	NA	125	250	375
NA	W4	NA	NA	125	250	375

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

Payment of City Allowance from 1st April, 2019 onwards will be continued in the similar add-up (i.e. +125) till the time of the new wage settlement.

4.10 Computation of Allowances:

That for the purpose of calculating daily rate of Basic Wage, New Fixed Dearness Allowance,

House Rent Allowance, Conveyance Allowance, Medical Allowance, Education Allowance, Washing Allowance, Food Allowance, Chemical Allowance and City Allowance, the monthly quantum shall be divided by 30 and shall be paid at the rate so arrived at.

4.11 Leave Travel Allowance:

That Leave Travel Allowance is revised at the following rates :

Pre-revised LTA (Rs./pa)	Grade	Year-1	Year-2	Year-3	Year-4	Year-5
756	H1	756	756	3156	3156	3156
756	H2	756	756	3156	3156	3156
756	W0	756	756	3156	3156	3156
1440	W1	1440	1440	3840	3840	3840
1560	W2	1560	1560	3960	3960	3960
1860	W3	1860	1860	4260	4260	4260
2110	W4	2110	2110	4510	4510	4510

The "Year" (Year-1, Year-2 etc.) refers to the period of 12 calendar months. The "Year-1" will be period of 12 calendar months starting from the effective/commencement date of the settlement i.e. 1st April, 2014.

LTA Conditions:

- For getting the benefit of LTA a minimum of 3 days Privilege Leave is required to be availed.
- Claim for LTA must be submitted in the prescribed form of the company. The amount of LTA will be paid only after availing of sanctioned Privilege Leave of not less than 3 days (exclusive of Holidays). LTA amount for the financial year can be claimed only once during the said financial year.
- LTA could be availed in the same year or it can be accumulated for maximum of one more year.
- LTA is exempted (only for domestic travel) twice in a block of 4 calendar years as per the income tax provisions. There are predetermined blocks of 4 calendar years as prescribed in the Income Tax Act.
- The date of admissibility of leave is considered for admissibility in the particular block of the calendar years.
- It will be the responsibility of the workmen to satisfy the taxation authorities if they are directed to show that the amount drawn has been actually expensed on leave travel.

4.12 Indirect Benefits:

- 4.12.1 The entitlement of all allowances (including Basic & Dearness Allowance) shall be based on attendance.
- 4.12.2 When the employee is on leave without pay, he will not be entitled to any allowances whatsoever for the entire period of such leave.
- 4.12.3 Leave without pay shall not be counted as "service" for the purpose of calculation of any benefit (including statutory benefit) such as gratuity etc. or for the purpose of any benefit as per company's scheme etc. which is linked to completed years of service.
- 4.12.4 That except for Dearness Allowance, none of the allowances as contained in Chapter 4 of this settlement shall be reckoned for the purpose of any indirect benefits such as Provident Fund, Gratuity, or any other indirect/incidental payments.

4.13 Contingent Allowances & Other Benefits:

- 4.13.1 Shift Allowance & 3rd Shift Food Allowance:

That with effect from the date of signing of this Settlement, the existing rates of Shift Allowance applicable to 2nd and 3rd shift are revised w.e.f. 1st April, 2016, whereas the 3rd shift food allowance will remain unchanged, which are reproduced as follows :

• 2nd Shift, Shift Allowance:

Existing	Revised – w.e.f. 1st April, 2016
Rs.7.50 per shift worked (for full day attendance)	Rs.15/- per shift worked (for full day attendance).
	This amount will be disbursed monthly along with the wages.

• 3rd Shift, Shift Allowance:

Existing	Revised – w.e.f. 1st April, 2016
Rs.10 per shift worked (for full day attendance)	Rs. 20/- per shift worked (for full day attendance).
	This amount will be disbursed monthly along with the wages.

- **3rd Shift, Food Allowance:** Rs.60/- per shift worked (for full day attendance) which is the existing practice will continue. This amount will be disbursed monthly along with the wages.

4.13.2 Uniforms:

All permanent workmen will be issued 2 sets of uniforms (cotton) once in two years, in normal areas. In case of coating and mixing sections where uniform gets soiled, one more set may be issued. Workmen shall be obliged to wear the uniform provided to them. Uniforms will be issued in the month of Feb.

4.13.3 Safety Shoes, Socks and Napkins :

All permanent workmen will be issued 1 pair of safety shoes once in two years, 2 pairs of socks every year and 1 pair of Napkin every year, in normal areas. Workmen shall be obliged to wear the safety shoes and socks provided to them in the interest of their own safety.

4.13.4 Loans:

The company will grant loans to permanent employees as per its policy for which the qualifying service for consideration of an application will be 5 years service excluding training period and the amount of loan will be equivalent to accrued gratuity payment. The rate of interest shall be 7% p.a. The purpose for which loan can be availed are – purchase of vehicle, furniture, house repairs and urgent medical expenses.

4.13.5 Statutory Bonus (under the Payment of Bonus Act, 1965):

All permanent workmen shall be paid Statutory Bonus as per the provisions of the Payment of Bonus Act, 1965. However, the present practice of paying Bonus @20% will be continued. Depending on the company's financial position the management may disburse bonus at the time of Ganesh Chaturthi.

4.13.6 Maternity Benefit (For permanent [Women] Workmen):

Those permanent workmen (women) who are covered under ESIS shall be eligible for maternity benefit as per the provisions and conditions stipulated under Employees' State Insurance Act, 1948.

Whereas, those permanent workmen (women) who go out of the coverable limit of ESIS on account of their wages exceeding the amount specified in the Employees' State Insurance Act shall be entitled to the benefits as per the Maternity Benefit Act, 1961 provided they comply with the eligibility criteria as mentioned in the Maternity Benefit Act, 1961.

Chapter 5

Leaves and Holidays

5.1 Privilege Leave:

That the existing Scheme of Privilege Leave applicable to the permanent workmen will remain in force during the period of this Settlement which is reproduced below.

5.1.1 Privilege Leave with wages will be continued to be governed by the provisions of the Factories Act, 1948.

5.1.2 All workmen will be entitled to privilege leave in a year as per the provisions of the Factories Act, 1948.

5.1.3 Sanctioning of privilege leave shall depend on the exigencies of the establishment and the discretion of the Officer in-charge of the department where the workmen is employed.

5.1.4 A workman who desires to obtain leave of absence shall apply in writing to the Manager or any officer appointed for the purpose by the Manager. Such application for leave shall be made at least 15 days before the date from which leave is to commence, except in urgent cases or unforeseen circumstances when it is not possible to do so. In such cases, the workman should send an intimation to the Manager on the first day of his absence explaining the reason of such sudden absence. The Manager or any officer employed in this behalf shall issue order on such application and in cases of an urgent nature immediately. If the leave asked for is granted a leave pass showing the date from which the workman will have to resume duty shall be issued to the workman. Where leave is refused or postponed the cause of such refusal or postponement and the reason therefore shall be recorded in writing in a register to be maintained for the purpose and if the workman so desires a copy of such entry in the register shall be supplied to him.

5.1.5 The leave calculation will be in full working days i.e. leave available above half day will be rounded-off to full day and the leave below half will be ignored.

5.1.6 The privilege leave can be accumulated for a period of 90 days. Leave balance above 90 days will be forfeited.

5.1.7 The benefit of Privilege Leave Encashment during service period is not applicable. The workman will be entitled to encash his PL accumulated to his credit at the time of leaving the services of the company.

5.1.8 As a very special case and without setting any precedent for the future, it has been mutually agreed between the parties, that those permanent workmen who have accumulated privilege leave in excess of 90 days as on date of signing of this settlement, the number of leaves in excess of 90 days shall be kept in abeyance and credited to the workman's PL account as and when the accumulation of his privilege leaves falls below 90.

5.2 Casual Leave:

That the existing Scheme of Casual Leave applicable to the permanent workmen will remain in force during the period of this Settlement which is reproduced below.

5.2.1 All the permanent workmen shall be entitled for casual leave at the rate of 9 days in a year.

5.2.2 The casual leave can be accumulated for a period of 2 years.

5.2.3 Casual leave cannot be taken for more than 3 days at a time.

5.2.4 Weekly offs/Holidays will be considered as casual leave if it is prefixed and suffixed to weekly offs/holidays.

5.3 Sick Leave:

With effect from 1st April, 2016, the benefit of Sick Leave will be provided to all permanent workmen as per the following terms and conditions.

5.3.1 That the permanent workmen covered under the Employees' State Insurance Act, 1948 and its Scheme (ESIS) rules, shall be granted 3 days Sick Leave in a calendar year on full wages.

5.3.2 That the permanent workmen who are not covered under the Employees' State Insurance Act, 1948 and its Scheme (ESIS)

rules, and also those who will cease to be covered in future, shall be granted 6 days Sick Leave in a calendar year on full wages.

5.3.3 That the Sick Leave for more than 1 day, shall be granted only on production of a medical certificate from a panel doctor in case of the permanent workmen covered under the ESI Act and on production of a medical certificate from a registered medical practitioner in case of the permanent workmen not covered under the ESI Act.

5.3.4 That the Sick Leave shall be allowed to be accumulated upto 20 days in case of workmen not covered under the ESI Act and 16 days in case of workmen covered under the ESI Act.

5.3.5 That the Sick Leave in excess of the accumulation limit, if any, shall lapse, on 1st January of the subsequent year.

5.3.6 That intervening holidays shall be treated as part of Sick Leave.

5.3.7 That Sick Leave shall not be allowed to be encashed.

5.4 Paid Holidays:

The existing practice of granting 9 (nine) National/Festival Holidays will continue as at present.

Chapter 6

Other Matters

6.1 Shift Timings:

6.1.1 With immediate effect the shift timings will be as under:

Shift	Timings	Breaks**	Net Time Available to Work
1	2	3	4
General Shift	8.30 a.m to 5.00 p.m.	(2 Tea breaks 10 min each & 1 lunch break 30 min) 50 min	460 minutes
First Shift	8.15 a.m to 4.30 p.m.	(2 Tea breaks 10 min each & 1 lunch break 30 min) 50 min	445 minutes
Second Shift	4.15 p.m. to 12.30 a.m.	(2 Tea breaks 10 min each & 1 dinner break 30 min) 50 min	445 minutes

1	2	3	4
Third Shift	12.15 a.m. to 8.30 a.m.	(2 Tea breaks 10 min each & 1 Snacks break 30 min) 50 min	445 minutes

** Breaks mentioned above may be given on staggered basis for administrative and continuous process reasons.

6.1.2 Shift in Printing Section:

The management reserves the right to start 2nd and 3rd shift in Label department by giving 21 days of notice of change as and when required.

6.2 Punctuality:

6.2.1 That the workmen will be at their working place and will start work immediately on commencement of the shift and immediately after lunch break/rest interval which has been notified.

6.2.2 That the workmen shall remain at their workplace and stop work only after the signal for lunch break/rest interval has been given and will not stop working till the shift time is signaled as over.

6.3 Late Coming:

It is expected that all workmen will report for duty on time. However, late coming upto 10 minutes for maximum 3 occasions in a month may be allowed. If any workman exceeds 3 late comings in a month then he will be warned and if necessary strict disciplinary actions shall be taken and deductions in wages will be made.

6.4 Working Days:

The permanent workmen at the unit will continue to work six days a week from Monday to Saturday, and Sunday will be the weekly-off day.

6.5 Compensatory Working:

6.5.1 It is agreed that if on any particular day any industrial disturbance in the Industrial Estate or surrounding areas is anticipated, in the interest of safety and to avoid inconvenience to employees that day will be treated as holiday and compensated by working on any Sunday/holiday as mutually agreed, and no overtime or extra wages or compensatory off will be given for such working.

6.5.2 It is agreed that workmen may be occasionally required to work on Sunday (which is designated weekly off day at present), in particular to handle exceptional workloads and they will be compensated by giving a substitute paid compensatory off within next 3 days of such working. However no overtime or extra wages whatsoever will be paid for such working.

6.6 Flexibility & Mobility:

6.6.1 That the permanent workmen shall be mobile/flexible within the division in all the areas of operations and services as and when required, without any additional remuneration.

6.6.2 That the permanent workmen shall be mobile/flexible within or between the Divisions/Units/Work sections/Departments areas in the following circumstances.

- i) Discontinuation of certain activities/operations.
- ii) Fluctuations in product demands/product mix.
- iii) Non availability/shortage of raw material, components sub-assemblies.
- iv) Absenteeism.
- v) Breakdown in Machinery.
- vi) Power Failure.
- vii) Any other reason beyond the control of management, such as natural calamity, flood, fire, obsolesce of technology, earthquake, recession etc.

In case workmen do not have knowledge of the job required to be done on flexibility/mobility, the required training will be given by the Management. The focus will be on avoiding loss of production in any area of operations.

6.7 On the Job Training:

The management aims to continuously upgrade the skill set of its workmen by providing them with opportunities such as multi skilling, job rotations etc. The union shall support the management in such endeavors through initiatives such as educating the workmen about production targets, process and workflow bottlenecks and shall also develop means to eliminate or mitigate any issues that hinder the achievement of such targets.

In this context, where any workman has to be assigned to a new process, operation, machine or other work he shall be provided training for a duration of 7 days. During such period the workmen are expected to diligently learn the process, machine, operation or such other work as per the required and specified standards of productivity, quality and safety. In case of any absence the duration of the training period shall be adjusted accordingly.

However, after the completion of such training the workmen will be expected to maintain the required norms of CGPS and such other standards as may be specified by the company. Any further requests for formal training shall not be made by the workmen nor will they be entertained by the company but requisite guidance will be continued to be provided by the supervisor.

6.8 Absenteeism:

It is agreed by and between both the parties that they shall strictly avoid unauthorized absenteeism or leave without pay, to maintain discipline in the organisation. Habitual absence or unauthorized absence without justified and satisfactory reasons shall attract disciplinary action.

6.9 Housekeeping:

- 6.9.1 That the workmen shall always keep their work place and surroundings clean and neat.
- 6.9.2 That if required, workmen will actively help in keeping the working premises and the area around the working premises clean and tidy.
- 6.9.3 Observe total prohibition of smoking, chewing of tobacco, gutka etc. & spitting on shop floor, in toilets, washing places, canteen etc.
- 6.9.4 Take care of all tools, hand tools, measuring instruments & protect it from misuse, manhandling, damages, loss, misplacement etc.
- 6.9.5 In the extreme case if it is found that a concerned workman is negligent & careless, company may recover the cost of such items appropriately.
- 6.9.6 That the workmen shall clean the workplace, machines, instruments etc. at the shift end without fail.

6.10 Multi – Machine Operations:

That the workmen shall operate more than one machine based on the cycle time as defined under CGPS. However the total work content will not exceed 445 minutes and hence no multi-machine allowance will be paid for operating more than one machine.

6.11 Mobile Phones – Restricted on Shop floor:

Use of Mobile phones on the shop floor is restricted in view of Safety and discipline requirements.

The workmen shall be required to deposit all electronic items including but not limited to mobile phones, tablets, smart devices etc. at the time of entering the factory before the commencement of their shift.

6.12 Continuous Process:

Machines like Coating, Label Leader, Doming, Talyo etc. are required to be run/operated continuously. As such workmen working on these machines will ensure that machines are not stopped for any lunch/dinner breaks and workmen will have their lunch/dinner in staggered manner. This is done in order to avoid unnecessary wastage of material/fuel/ /electricity. Similarly, where machines are manned by one workman such workman will remain at his post until his scheduled reliever etc. arrives to take over or the management is able to make other arrangement.

6.13 Productivity and Discipline:

In order to achieve higher production and productivity both the parties i.e. the Management and Union Representatives agree to work together to ensure the following :

- 6.13.1 Jointly promote industrial peace and harmony.
- 6.13.2 Introduction of better work practices, work discipline and work culture.
- 6.13.3 Adhere to quality objectives and standards fixed for achieving total quality.
- 6.13.4 Optimum utilization of all resources including manpower resources.
- 6.13.5 Efficient handling of raw materials.
- 6.13.6 Reduction of waste. Each section/ /department will mutually identify areas of wasteful practices and expenditure, reducing costs such as waste management, less scrap generation etc.

- 6.13.7 Optimize capacity utilization of shop floor machines and plants by resolving all disputes by mutual dialogues.
- 6.13.8 Removing unauthorized absenteeism and indiscipline at work places.
- 6.13.9 Encourage innovative work practices, redeployment of workmen, multi skilled development and job rotation.
- 6.13.10 Inculcate consciousness for improving the quality of work, product and service.
- 6.13.11 Both Management and Union are committed to create a healthy and safe working environment.

The Union/Workmen also agree:

- 6.13.12 Not to resort to line stop or go slow or any other industrial action on the shop floor, for any reason whatsoever.
- 6.13.13 To make full use of productive working time. There shall be no idling, loitering after commencement of shifts, during working hours, before and after breaks and there shall be no early shut down.
- 6.13.14 Not to resort to any form of direct industrial action on the shop floor/office including 'gherao' of Management staff for any reason whatsoever.
- 6.13.15 To maintain strict discipline and co-operate with the Management in implementing the provisions of the Company's Certified Standing Orders.
- 6.13.16 All the issues between the parties will be sorted out through discussions. In the event of parties not coming to a common understanding, parties will follow only constitutional/legal means.

6.14 Adherence to Standing Orders:

The existing certified Standing Order No. CL/2/S.O/7/92/9394 issued by the Dy. Labour Commissioner and certifying officer vide Order No. CL/2/S.O/7/92 dated 4-12-1992 will continue to be followed.

However, the union/workmen agree that they shall accept and give consent to any modification to the certified standing orders as proposed by the company in future and which will be mutually discussed between the management and union/workmen representatives. Further the union/workmen shall extend their support and co-ordination at every stage of the modification process, and getting the modified standing orders certified.

6.15 Promotion:

It is agreed by both the parties as follows:

- 6.15.1 Promotions in the workmen category will be strictly vacancy based and it is not necessary that the promotion process will take place every year, it will be at the discretion of the Management.
- 6.15.2 Promotion from one grade to another grade will be based on seniority and merit.
- 6.15.3 The following aspects shall be taken into consideration for determination of merit:
 - A) Actual output as per CGPS norms in the existing Grade.
 - B) Ability to give output as per CGPS norms in the next Grade.
 - C) Flexibility and Mobility.
 - D) Qualification suitable for the job.
 - E) Length of service/experience in the grade.
 - F) Dependability.

The following points may also be considered along with above.

- (i) Behavior and conduct during the eligibility period.
- (ii) Any advice/written communication issued to him during eligibility period.
- (iii) Any disciplinary action against him during eligibility period.
- 6.15.4 Seniority Criteria – Those workmen who have completed 5 (Five) years in the current grade will be eligible to undergo the assessment process for promotion to the next higher grade.
- 6.15.5 The cut-off for consideration of 5 (Five) years period shall be 1st April. Hence the promotion shall be limited to only one batch per year, i.e. in the month of April.
- 6.15.6 The assessment process may include oral/written exams, trade/practical tests and interviews etc.
- 6.15.7 The Management reserves the right to revoke/alter above criterias or implement altogether fresh set of grade – to – grade specifications at the time of the actual promotion process and Union/Workmen will have no say in the same.

6.16 Retirement Age:

It is agreed by and between the parties that the age of retirement of permanent workmen shall be at 58 years. For this purpose, the date of birth as recorded with the company on the basis of their declaration in the employment application form shall be treated as authentic. Any change on this account in future, shall not be accepted.

Chapter 7**Crompton Greaves Production System (CGPS)**

- 7.1 That all the permanent workmen will work based on Pre-determined Motion Time Study (PMTS), cycle time, whether they are working individually or in groups or cells and give commensurate daily work content of 445 minutes per workman, in each operation, as contemplated by CGPS norms which are attached as Annexure.
- 7.2 That any improvement in process, modification in machines, layout changes and automation will necessitate changes in cycle time and/or work content and the same will be implemented immediately by revising measurements based on PMTS within 6 days. The management will also involve union/workmen representatives in such study/restudy and revisions.
- 7.3 Whilst arriving at the CGPS work content/norms to be performed by an individual/group/cells, the below mentioned procedure will be followed :
- (i) Validation of the elements/process,
 - (ii) If necessary, re-validation considering the observations of the workmen working in that area,
 - (iii) In exceptional cases only, further re-validation by a third party/outsider.
 - (iv) In very special cases if found necessary, sample demonstration for cycle time as per CGPS.
- 7.4 To maintain and improve the competitiveness of the Company on a continued basis, it is agreed that the work content or the norms arrived as per the clause no 7.1 and 7.2 will be maintained at 133% of the work content/CGPS norms and the workmen will strive to achieve higher levels of productivity in order to improve the profitability of the company.

Any problems that will come during the implementation, will be sorted out through discussions without losing the focus of meeting

the targets. Whilst implementing the improved norms, due consideration will be given to process/machine constraints.

- 7.5 That it is agreed that the production output shall all the times be in line with the improved work content and will not be reduced for any reason, other than:
- Problems in Machinery.
 - Non-availability of material.
 - Inadequate manpower.
 - Any other reason not attributed to the workmen.
- 7.6 That the achievements of CGPS and improved work content or norms on a continuous basis as decided as per Clause 7.1, 7.2 or 7.4 above will be the basis for the workmen's entitlement of wages. In the event of workmen failing to give output as per CGPS or improved norms as mentioned above, the Management shall deduct their wages and shall also be entitled to take such other actions as per the provisions of the Standing Orders applicable to them. Management will provide all information/data necessary for implementation.
- 7.7 That it is agreed that due to continuous changes in economic environment, some of the activities/operations in Departments may become uneconomical, and may require modifications/alterations/discontinuations/out-sourcing. Such decisions as necessary for business will be the Management prerogative.
- 7.8 That it is agreed by the parties that the workmen will put in their best efforts to eliminate wasteful practices, conserve material and improve quality and workmanship, which will result in cost reduction and avoidance of waste or scrap. Also they will keep records of day-to-day work being done by them, by entering into the register/any other automated/electronic provision made by the Management for the purpose.
- 7.9 All workmen shall continue to co-operate from time to time for the implementation of new/revised CGPS norms.

Chapter 8**GENERAL**

- 8.1 It is agreed between the parties that the management shall deduct following two amounts from the amount paid to the workers who are the beneficiaries of this settlement:

(i) An amount of Rs. 8000/- (Eight Thousand only) towards the lumpsum amount for 4 CODs settlement (i.e. Charters of Demands dated 21-03-2002, 22-02-2005, 31-03-2008, 29-03-2011 which are pending in reference before Industrial Tribunal on the date of signing of settlement) from the second installment of the lumpsum amount and shall pay the same either by Demand Draft or Cheque in favour of CG-PPI Kundaim Employees Union" within fifteen days i.e. by 15-08-2016.

(ii) And further, an amount of Rs. 8,000/- (Eight Thousand only) from the arrears accrued from the present settlement effective from 01-04-2014, and shall pay the same either by Demand Draft or Cheque in favour of CG-PPI Kundaim Employees Union" within fifteen days i.e. by 22-04-2016.

Further, it is also agreed between the parties, that the Management shall deduct an amount of Rs.100/- (One Hundred only) from the April, August and December wages, every year, towards the union annual fees for all the permanent workers who are the members of CG-PPI Kundaim Employees Union as on 1st April, 1st August and 1st December of that year, and the same shall be paid to the union either by Demand Draft or Cheque in favour of CG-PPI Kundaim Employees Union".

8.2 The parties agree, that on signing this new settlement (composite settlement) all the issues pertaining to all the Union CODs from 2002 onwards (i.e. Charters of Demands dated 21-03-2002, 22-02-2005, 31-03-2008, 29-03-2011 and 16-04-2014) and related (including the dispute of 8 days wages deducted in the year 2007 from March-07) stand resolved amicably and Union/Workmen shall not have any claim or right to agitate the matters or issues raised in their charters before any Court, Tribunal or other judicial or quasi-judicial forum/authority. This settlement is to be viewed and taken as a package deal in full and final settlement of all the demands contained in the said CODs and also subsequently raised by the Union and the workmen/union/company will have no right to accept one part and reject the other. The Union/Workmen have also agreed that they give their consent to withdraw the special civil suit (No. 2/2015/A) related to the aforesaid deduction of 8 days wages which is pending before Civil Judge, Senior Division, Ponda, Goa, and the union/workmen will provide all the

necessary support to the Management for withdrawal of this suit as well as any other civil/labour/any other legal suit or industrial dispute under any labour law act pending in any court or before any judicial, government/labour authority.

8.3 The Union/Workmen agree that all other demands raised in the Union CODs from 2002 onwards which are not specifically dealt herein and to the extent not agreed either fully or partly in this settlement are deemed to have been discussed and dropped. During the tenure of this settlement it is agreed by Union/Workmen that they will not raise any demands or raise any issues/industrial disputes either individually or collectively in respect of any matters covered under the settlement or any demand or request which will have any financial implication or otherwise on the Company either directly or indirectly.

8.4 All the permanent workmen will perform incidental work related to their jobs/activities. Workmen will help each other whenever required and no work will stop/get delayed for want of helpers.

8.5 All the permanent workmen, as part of their regular activities will do Quality Assurance checks and maintain record of such checks.

8.6 Whenever the Company will introduce practices such as Statistical Process Control, Total Productive Maintenance, or relating to Productivity, Quality, Information Technology, Safety and Business Excellence drives as initiated by Management from time to time. etc., concerned workmen will maintain the necessary records to make the system successful.

8.7 All payments arising out of this Settlement shall be covered by the applicable provisions of the Income Tax Act and the Rules framed there under, and responsibility of producing the required proof wherever necessary will be that of concerned workman.

8.8 Joint Application: Both the parties have agreed to file Joint Applications along with a copy of this Settlement before the Industrial Tribunal in the 4 pending references (i.e. Ref. No. IT-23/05, Ref. No. IT-11/08, Ref. No. IT-49/12 and Ref. No. IT-58/12) related to the aforesaid Charters of Demands bringing to the notice of the Hon'ble Tribunal the signing of the present settlement which covers the dispute in the aforesaid pending references with an appeal to dispose of these pending references by passing Award/Awards in terms of the present

settlement. The joint applications shall be filed at the earliest from the date of signing of this settlement and in any case on or before the next date of court proceedings in the matter. Notwithstanding the above, the parties agree that the subject matter of dispute in the aforesaid pending references have been settled fully, finally and irrevocably.

IN WITNESS WHEREOF the parties have set and subscribed their respective hands to the original and copies of this Memorandum of Settlement, on this 18th day of February 2016 at Goa, in presence of the Assistant Labour Commissioner & Conciliation Officer, Ponda, Government of Goa and also in the presence of the Witnesses.

7. The above settlement terms are signed by the Party I workmen, Shri Gervacio Gracias (President, CG-PPI Kundaim Employees Union), Shri Pandurang Gaude (Vice President, CG-PPI Kundaim Employees Union), Ghanshyam Gaude (General Secretary, CG-PPI Kundaim Employees Union) and Shri Yeshwant Naik (Treasurer, CG-PPI Kundaim Employees Union) represented by advocate Shri Shirodkar so also by Party II employer, Shri Murlidhar N. Nikam (Chief Executive Officer) Shri Shanshiranjan Kumar (Head- HR- India & SEAP Crompton Greaves Ltd.) Shri Sadanand M. Fadte (Finance Head CG-PPI Adhesive Products Limited) and Mangesh Valve (ACM- Human Resources Crompton Greaves Ltd.) and their advocate Shri P. J. Kamat in the presence of Shri V. Pai Bhatkar, Assistant Labour Commissioner & Conciliation Officer, Ponda-Goa dated 18-02-2016.

8. I have gone through the records of the case and the settlement terms filed as above. I am convinced that the above settlement terms are in the interest of Party I workmen, and the Management and hence the same are accepted. In view of above, I pass the following:

ORDER

1. The reference at the instance of Party I workmen, stands disposed of in view of above settlement terms filed by the Party I Union and Party II.

2. No order as to costs.

3. Inform the Government accordingly.

Sd/-
(Vincent D'Silva)
Presiding Officer
Industrial Tribunal-cum-
Labour Court, Panaji.

Department of Law & Judiciary

Law (Establishment) Division

Order

No. 1/7/2014-LD(Estt.)/1089

Government of Goa is pleased to appoint Adv. Arun A. S. Talaulikar as Additional Government Advocate to appear and defend the interest of the Government in the matters before the Hon'ble High Court of Bombay at Goa, Panaji with immediate effect and until further orders on the conditions as follows:-

1. He will appear only in those matters which are allotted to him by the Ld. Advocate General and perform all such duties and functions as assigned to him by the State Government and/or by the Advocate General.
2. He shall not appear in any matters where the State of Goa is a party unless the brief is allotted to him by the Ld. Advocate General.
3. He may be required to travel outside the State of Goa as and when deputed for appearing in an outstation matters.
4. He will be paid fees as per the existing terms and conditions laid down by the Government, applicable to Government Advocates, amended from time to time on submission of bills (in duplicate) alongwith the attendance certificate, issued by the Registrar of the High Court of Bombay, Panaji-Goa. He should comply with the instructions contained in the Government Circular No. 4-43-99/LD dated 04-05-2000.

By order and in the name of the Governor of Goa.

Manuel Barreto, Under Secretary (Law-Estt.)

Porvorim, 10th June, 2016.

Order

No. 1/6/2014-LD(Estt.)/Part/1107

Government of Goa is pleased to accept the resignation tendered by Adv. Arun A. S. Talaulikar as Government Counsel on the panel of Advocates for defending the interest of the Government in the matters allotted to him by the Law Department (Estt.), Secretariat, Porvorim before the District Court North Goa for other than Land Acquisition Cases, all Courts (other than High Court & District Courts, North Goa) and before the Administrative Tribunal, Panaji with effect from 10-06-2016.

Further, he is permitted to complete earlier allotted matters in the Lower Courts till the matters are disposed off.

Shri Arun A. S. Talaulikar shall return all the briefs pending with him, if any, to the concerned Department under intimation to this Department.

By order and in the name of the Governor of Goa.

Manuel Barreto, Under Secretary (Law-Estt.).

Porvorim, 13th June, 2016.

Department of Personnel

Order

No. 13/3/2015-PER/1759

Governor of Goa is pleased to grant 2nd extension in service to Shri P. S. S. Bodke, State Registrar-cum-Head of Notary Services, Panaji-Goa beyond the date of his superannuation for further period of one year w.e.f. 01-06-2016 to 31-05-2017, in public interest. This Order is issued subject to Vigilance Clearance, concurrence of Finance Department and approval of Cabinet.

The extension is subject to termination without assigning any reasons at any time during the period of extension.

By order and in the name of the Governor of Goa.

Surendra F. Naik, Under Secretary (Personnel).

Porvorim, 31st May, 2016.

Order

No. 13/1/2016-PER/1768

Governor of Goa is pleased to grant extension in service to Shri Arvind A. Patil, Chief Engineer, PWD presently posted on deputation as Managing Director, Sewerage & Infrastructural Development Corporation of Goa Ltd., Panaji-Goa beyond the date of his superannuation for a period of six months w.e.f. 01-06-2016 to 30-11-2016, in public interest with the condition that no further extension will be granted beyond six months. This Order is issued subject to Vigilance Clearance, concurrence of Finance Department and approval of Cabinet.

The extension is subject to termination without assigning any reasons at any time during the period of extension.

By order and in the name of the Governor of Goa.

Surendra F. Naik, Under Secretary (Personnel).

Porvorim, 31st May, 2016.

Order

No. 6/25/2013-PER/1784

Read: Order No. 6/25/2013-PER dated 13-08-2013.

In partial modification to the order read at preamble, the Secretary, Goa Konkani Academy shall be the link officer to the post of Member Secretary, Goa Kala Academy whenever the officer proceeds on tour/training/leave etc. for less than 15 days. The urgent and pressing matters will be disposed off by the link officer and routine matters be put to the regular officer on his/her return from tour/training/leave etc.

By order and in the name of the Governor of Goa.

Meghana Shetgaonkar, Under Secretary (Personnel-I).

Porvorim, 27th May, 2016.

Order

No. 13/3/2015-PER/1786

Governor of Goa is pleased to grant 3rd extension in service to Shri Anil K. N. Dessai, Assistant Registrar of Co-operative Societies, South-Zone, Margao beyond the date of his superannuation for further period of six months w.e.f. 01-06-2016 to 30-11-2016, in public interest. This order is issued subject to Vigilance Clearance, concurrence of Finance Department and approval of Cabinet.

The extension is subject to termination without assigning any reasons at any time during the period of extension.

By order and in the name of the Governor of Goa.

Surendra F. Naik, Under Secretary (Personnel).

Porvorim, 31st May, 2016.

Order

No. 13/2/2016-PER/1787

Governor of Goa is pleased to grant extension in service to Dr. Padma Bhandare, Associate Professor in the Department of Pharmacology, Goa Medical College & Hospital, Bambolim-Goa beyond the date of her superannuation for the period of six months w.e.f. 01-06-2016 to 30-11-2016, in public interest. This Order is issued subject to Vigilance Clearance, concurrence of Finance Department and approval of Cabinet.

The extension is subject to termination without assigning any reasons at any time during the period of extension.

By order and in the name of the Governor of Goa.

Surendra F. Naik, Under Secretary (Personnel).

Porvorim, 31st May, 2016.

Order

No. 6/16/2014-PER/1800

The ad-hoc promotion of the following Junior Scale Officers of Goa Civil Service is extended further for the period indicated against their names or till the appointment is made on regular basis, whichever is earlier:

Sr. No.	Name of Officer	Period of extension granted
1.	Shri Umakant Nhanu Korkankar	22-02-2016 to 21-08-2016
2.	Smt. Fransquinha Oliveira	-do-
3.	Shri Pares M. Fal Desai	-do-
4.	Shri Sudhir S. Kerkar	-do-
5.	Shri Satish B. Desai	-do-
6.	Smt. Sangeeta S. Naik	-do-

This is issued with the approval of GPSC conveyed vide their letter No. COM/II/11/42(2)/2016/329 dated 19-05-2016.

By order and in the name of the Governor of Goa.

Surendra F. Naik, Under Secretary (Personne-II).

Porvorim, 25th May, 2016.

Order

No. 7/40/2014-PER

The Governor of Goa is pleased to designate Dr. Sachin Shinde, IAS, Administrator, GMC as Special Secretary (Health) in addition to his own duties as Administrator, GMC with immediate effect.

By order and in the name of the Governor of Goa.

Meghana V. Shetgaonkar, Under Secretary (Personnel-I).

Porvorim, 9th June, 2016.

Order

No. 15/5/97-PER(Part)/1825

On the recommendations of the Goa Services Board and approval of the Government, the transfer of the following Officers in the cadre of Block Development Officer are ordered with immediate effect in public interest:-

Sr. No.	Name of the Officer and Designation	Transferred as
1.	Shri Premanand K. Naik, BDO, Canacona holding additional charge of BDO-II, Salcete.	BDO-II, Ponda shall continue the charge of BDO-II, Salcete.
2.	Shri Milindra G. Velip, BDO-II, Ponda	BDO, Canacona.

By order and in the name of the Governor of Goa.

Meghana Shetgaonkar, Under Secretary (Personnel-I).

Porvorim, 1st June, 2016.

Order

No. 6/4/2007-PER(Part I)/1812

Read: Order No. 6/4/2007-PER (Part I) dated 03-11-2010.

Whereas the Government has finalized the seniority of Officers of Goa Civil Service as per Ombudsman Report vide Memorandum dated 24-06-2014 and was subsequently vide Order dated 12-11-2014, the said Memorandum was treated as final seniority of Junior Scale Officers of Goa Civil Service as on 2006;

And whereas Shri Prasanna Acharya & Others had filed a Writ Petition No. 205 of 2014 in the Hon'ble High Court of Bombay at Goa & Hon'ble High Court vide its order dated 14-07-2014 observed that since the seniority list of Junior Scale Officers of Goa Civil Service is finalised, the petitioners are bound to get consequential benefits in terms of this memorandum;

And whereas a proposal was referred to the Goa Public Service Commission to review DPC held on 28-10-2010 of Senior Scale Officers of Goa Civil Service for promotion to Junior Administrative Grade of Goa Civil Service;

Now, therefore, on the recommendations of the Review Departmental Promotion Committee meeting held on 20-05-2016 conveyed by the Goa

Public Service Commission vide its letter No. COM/II/11/42(3)/2011/84 dated 23-05-2016, the Governor of Goa is pleased to promote on regular basis, under Rule 22 of Goa Civil Service Rules, 1997, as amended from time to time, the Senior Scale Officers as given below to Junior Administrative Grade, on regular basis in the Pay Band of Rs. 15,600-39,100+GP 7,600, with due regard to the seniority within their respective grading as on 28-10-2010.

Sr. No.	Name of the Officer
1	2
1.	Shri Sandip Jacques
2.	Shri Arun L. Dessai
3.	Shri N. D. Agrawal
4.	Shri Swapnil M. Naik
5.	Shri Elvis P. Gomes
6.	Shri Menino D'Souza
7.	Shri Saktharam V. Naik
8.	Smt. Candida Fernandes
9.	Shri N. B. Narvekar
10.	Shri Narayan Sawant
11.	Shri G. P. Naik
12.	Shri Sanjit Rodrigues
13.	Shri J. B. Bhingui
14.	Shri Damodar B. Shanke
15.	Shri Sanjiv M. Gadkar
16.	Shri Yetindra M. Maralkar
17.	Shri M. B. Kumthekar

1	2
18.	Kum. Margaret A. Fernandes
19.	Shri Vinesh Arlenkar
20.	Shri Amarsen W. Rane
21.	Shri Prasad V. Lolayekar
22.	Shri Michael M. D'Souza
23.	Shri Nikhil U. Dessai
24.	Shri Prasanna A. Acharya
25.	Shri Vijay M. Paranjape
26.	Shri Y. B. Tavde
27.	Shri T. S. Sawant
28.	Shri Dattaram G. Sardessai
29.	Shri Arvind D. Loliyekar
30.	Shri Arvind V. Bugde
31.	Shri Janardhan V. Pednekar
32.	Shri Levinson J. Martins
33.	Shri Shamsundar G. Korgaonkar
34.	Shri L. S. Pereira
35.	Shri Sunil P. Masurkar
36.	Shri N. S. Navti

The above officials shall exercise their option for fixation of pay in promotional grade in terms of provisions of F. R. 22(I) a (2), within one month. The option once exercised shall be final.

By order and in the name of the Governor of Goa.

Meghana Shetgaonkar, Under Secretary (Personnel-I).

Porvorim, 1st June, 2016.

Order

No. 6/16/2012-PER(Part)/1840

The Governor of Goa is pleased to promote on ad hoc basis, the following incumbents of the posts included in the Schedule-II of the Goa Civil Service Rules, 1997 to Junior Scale of the same service in the pay scale of PB—3 Rs. 15,600-39,100 with Grade Pay of Rs. 5,400/- with immediate effect:-

Sr. No.	Name and feeder grade of the promoted Officer	Pending posting, salary to be drawn against the post of
1	2	3
1.	Smt. Georgina Saldhana, Suptd. outside Secretariat	Assistant Director (Admn.), State Directorate of Craftsmen Training.
2.	Smt. Shivaneer Borkar, Asstt. Registrar of Co.op. Societies	Deputy Registrar of Co-op. Societies (Admn.).
3.	Shri P. D. Halarnkar, Asstt. Registrar of Co-op. Societies	Assistant Director (Admn.), Directorate of Industries, Trade & Commerce.
4.	Shri Gurudas S. T. Desai, Mamlatdar/Jt. Mamlatdar/ADCS	Deputy Collector (LA), North.
5.	Kum. Roshell Aurita Fernandes, Mamlatdar/Jt. Mamlatdar/ADCS	Under Secretary, Finance-Budget-I.

1	2	3
6. Smt. Snehal Shivram Prabhu, Mamlatdar/Jt. Mamlatdar/ADCS		Under Secretary, Finance-Audit.
7. Kum. Nathine Stevea Araujo, Mamlatdar/Jt. Mamlatdar/ADCS		Under Secretary, Finance-Budget-II.
8. Kum. Trupti Manikrao Rane, Mamlatdar/Jt. Mamlatdar/ADCS		Under Secretary, Revenue-I.
9. Shri Pravin Hire Parab, Mamlatdar/Jt. Mamlatdar/ADCS		Under Secretary to C. S.
10. Shri Uday Rama Prabhu Dessai, BDO		Leave and Training Reserve, South.
11. Shri Navnath K. Naik, Supdt. of Excise		Dy. Director (Admn.), Agriculture.
12. Smt. Milan Kankonkar, Supdt. outside Secretariat		Assistant Director (Admn.), Directorate of Technical Education.
13. Shri Chandresh C. Kunkalkar (ST), Commercial Tax Officer		Dy. Director (Admn.), IPHB.

2. The above appointment shall be initially for a period of one year or till the posts are filled on regular basis whichever is earlier.

3. The above ad hoc appointment shall not bestow on the promoted Officers any claim for regular appointment and the service rendered on ad hoc basis in the grade will not count for the purpose of seniority in that grade or for eligibility for promotion to the next higher grade.

4. The posting order of the above officers shall be issued separately. Until then, the officers shall hold charge of the present feeder grade post held by them and shall draw salary w.e.f. the date of acceptance of the promotion, against the Junior Scale posts mentioned in Column No. 3.

5. The above officials are entitled for pay & allowances from the date of accepting the promotion in terms of FR 17.

By order and in the name of the Governor of Goa.

Meghana V. Shetgaonkar, Under Secretary (Personnel-I).

Porvorim, 6th June, 2016.

Notification

No. 15/22/96-PER/Part-I/1838

In accordance with the Recruitment Rules for the post of Block Development Officer, notified vide Notification No. 1/25/87-PER (Pt. II) dated 30-04-2003 published in the Official Gazette, Series I, No. 8 dated 22-05-2003 & superseded vide Notification No. 1/25/87-PER(Pt. II) dated 06-02-2013 published in the Official Gazette, Series I, No. 46 dated 14-02-2013 and in accordance with sub-rule (2) of Rule 2 of the Goa (Departmental Examination for the Block Development Officers) Rules, 1999, notified under Notification No. 15/22/96-PER-Part I dated 04-10-1999 and published in the Official Gazette, Series I No. 30 dated 21-10-1999, the schedule for the Departmental examination for Block Development Officers shall be as under:-

Date of Examination	Morning Session 10 a.m. to 1.00 p.m.	Evening Session 2.30 p.m. to 5.30 p.m.
11-07-2016	Paper (I)	Paper (II)
12-07-2016	Paper (III)	Paper (IV)
13-07-2016	Paper (V)	Paper (VI)
14-07-2016	Paper (VII)	Paper (VIII)
15-07-2016	Paper (IX)	Paper (X)

The syllabus for the said examination shall be in accordance to the Goa (Departmental Examination for the Block Development Officer) Rules, 1999 notified under Notification No. 15/22/96-PER Part-I dated 04-10-1999 and published in the Official Gazette, Series I, No. 30 dated 21-10-1999 and the Goa Departmental Examination for the Block Development Officers (First Amendment) Rules, 2011, notified under Notification No. 15/22/96-PER/Part I dated 27-07-2011 and published in the Official Gazette, Series I No. 21 dated 25-08-2011.

The examination shall be held in the Government Polytechnic Altinho, Panaji-Goa.

The following Officers in the Cadre of Block Development Officer shall appear for the examination and answer the papers as shown against their names, on the above mentioned date and time. They may bring the text books, Acts and Rules prescribed in the syllabus, for the examination.

Sr. No.	Name of the Officer	Paper
1.	Shri Premanand K. Naik	I, II, III, IV, V, VII, VIII, IX and X
2.	Shri Deepak P. Vaingankar	I, II, III, IV, V, VI, VII, VIII, IX and X

By order and in the name of the Governor of Goa.

Meghana V. Shetgaonkar, Under Secretary (Personnel-I).

Porvorim, 31st May, 2016.

Notification

No. 15/7/2003-PER/1858

In accordance with the Recruitment Rules for the post of Mamlatdar/Joint Mamlatdar/Asstt. Director of Civil Supplies, notified vide Notification No. 1/25/87-PER dated 17-4-1996 published in the Official Gazette, Series I, No. 9 dated 31-5-1996 and in accordance with sub-rule (2) of Rule 2 of the Goa Departmental Examination for the Officers in the Cadre of Mamlatdars/Joint Mamlatdars/Asstt. Director of Civil Supplies Rules, 1997, notified under Notification No. 15/50/87-PER-Part I dated 12-12-1997 and published in the Official Gazette, Series I No. 44 dated 29-1-1998, the schedule for the Departmental Examination shall be as under:

Date of Examination	Morning Session 10 a.m. to 1.00 p.m.	Evening Session 2.30 p.m. to 5.30 p.m.	Venue
11-07-2016	Paper (I)	Paper (II)	The Government
12-07-2016	Paper (III)	Paper (IV)	Polytechnic
13-07-2016	Paper (V)	Paper (VI)	Altinho, Panaji-Goa.

The syllabus for the said examination shall be in accordance with the Goa Departmental Examination for the Officers in the Cadre of Mamlatdar/Joint Mamlatdar/Asstt. Director of Civil Supplies (First Amendment) Rules, 2011 notified under Notification No. 15/7/2003-PER dated 17-02-2011 and published in the Official Gazette, Series I No. 49 dated 03-03-2011.

The following Officers in the above Cadre shall appear for the Examination in papers mentioned against their names on the above mentioned date, time and venue. They may bring the text books of the Act and Rules prescribed for the examination.

Sr. No.	Name of the Officer	Paper
1	2	3
1.	Shri Ravishekhar G. Nipanikar	IV.
2.	Shri Sapna Shrikant Naik Bhandodkar	I, II, III, IV, V, VI.
3.	Smt. Isha Mayur Sawant	
4.	Shri Abhir Chandrakant Hede	
5.	Smt. Nancy Fernandes	
6.	Shri Mandar Mohan Naik	
7.	Smt. Gautami Sachin Parmekar	

1	2	3
8.	Shri Dattaraj Krishna Gauns Dessai	
9.	Shri Eshant Vasudev Sawant	
10.	Kum. Amalia Olivia Fatima Pinto	
11.	Shri Ramesh Narayan Gaonkar	
12.	Smt. Sharmila Ulhas Gaunkar	

By order and in the name of the Governor of Goa.

Meghana Shetgaonkar, Under Secretary (Personnel-I).

Porvorim, 7th June, 2016.

Memorandum

No. 6/4/2016-PER/1827

Read: (1) Memorandum No. 6/8/2014-PER dated 24-06-2014.
 (2) Memorandum No. 6/8/2014-PER dated 19-08-2014.
 (3) Memorandum No. 6/8/2014-PER dated 30-04-2015.
 (4) Memorandum No. 6/4/2016-PER dated 11-03-2016.

Whereas the final seniority of Junior Scale Officers of Goa Civil Service as of 2006 was issued vide Memorandum No. 6/8/2014-PER dated 24-06-2014 and Order No. 6/8/2014-PER-B dated 12-11-2014.

And whereas Shri Prasanna Acharya & Others had filed a Writ Petition No. 205 of 2014 in the Hon'ble High Court of Bombay at Goa & Hon'ble High Court vide its order dated 14-07-2014 observed that since the seniority list of Junior Scale Officers of Goa Civil Service is finalised, the petitioners are bound to get consequential benefits in terms of memorandum dated 24-06-2014 read in preamble (1);

And whereas a proposal was referred to the Goa Public Service Commission to review DPC held on 21-10-2008 of Junior Scale Officers of Goa Civil Service for promotion to Senior Scale Service of Goa Civil Service and vide recommendations of the Review Departmental Promotion Committee meeting held on 05-11-2015 conveyed by the Goa Public Service Commission, the officers of Junior Scale were promoted on regular basis, under Rule 22 of Goa Civil Service Rules, 1997 as amended from time to time, to Senior Scale of Goa Civil Service, in the order of their merit with due regard to the seniority within their respective grading as on 21-10-2008;

And whereas, the revised final seniority of Senior Scale Officers of Goa Civil Service as per review DPC of 2008 was issued vide Memorandum No. 6/4/2016-PER dated 11-03-2016.

And whereas, a proposal was referred to the Goa Public Service Commission to review DPC held on 28-10-2010 for review of Junior Administrative Grade and on the recommendations of the Review Departmental Promotion Committee meeting held on 20-05-2016 conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/42(3)/2011/84 dated 23-05-2016, the officers of Senior Scale were promoted on regular basis, under Rule 22 of Goa Civil Service Rules, 1997, as amended from time to time, to Junior Administrative Grade of Goa Civil Service, in the order of their seniority subject to fitness as on 28-10-2010;

And now therefore, in accordance with their ranking given as per the select list prepared and conveyed by the Goa Public Service vide DPC minutes dated 20-05-2016 at the time of promotion to the Junior Administrative Grade of Goa Civil Service is as under, as per review DPC of 2010.

Sr. No.	Name of the Officer	Date of Birth	Date of Appointment in Junior Scale	Date of Appointment in Senior Scale	Remarks
1	2	3	4	5	6
1.	Shri Sandip Jacques	26-05-1971	09-01-1998	29-07-2005	.....
2.	Shri Arun L. Dessai	24-11-1959	09-01-1998	29-07-2005	.....

1	2	3	4	5	6
3.	Shri N. D. Agrawal	01-01-1953	22-01-1997	29-07-2005	.....
4.	Shri Swapnil M. Naik	04-06-1973	09-01-1998	29-07-2005	.....
5.	Shri Elvis P. Gomes	01-01-1963	09-01-1998	29-07-2005	.....
6.	Shri Menino D'Souza	02-11-1963	09-01-1998	29-07-2005	.....
7.	Shri Sakharam V. Naik	26-06-1960	09-01-1998	29-07-2005	.....
8.	Smt. Candida Fernandes	14-11-1950	22-01-1997	29-07-2005	.....
9.	Shri N. B. Narvekar	15-01-1952	22-01-1997	29-07-2005	.....
10.	Shri Narayan Sawant	24-11-1962	09-01-1998	29-07-2005	.....
11.	Shri G. P. Naik	05-05-1951	22-01-1997	29-07-2005	.....
12.	Shri Sanjit Rodrigues	15-07-1971	09-01-1998	29-07-2005	.....
13.	Shri J. B. Bhingui	25-04-1955	22-01-1997	29-07-2005	.....
14.	Shri Damodar B. Shanke	10-05-1961	09-01-1998	29-07-2005	.....
15.	Shri Sanjiv M. Gadkar	14-02-1973	09-01-1998	29-07-2005	.....
16.	Shri Yetindra M. Maralkar	05-10-1970	09-01-1998	29-07-2005	.....
17.	Shri M. B. Kumthekar	05-09-1953	22-01-1997	29-07-2005	.....
18.	Kum. Margaret A. Fernandes	18-07-1960	09-01-1998	29-07-2005	.....
19.	Shri Vinesh Arlekar	07-10-1965	09-01-1998	29-07-2005	.....
20.	Shri Amarsen Rane	12-04-1968	17-04-2003	17-11-2008	.....
21.	Shri Prasad Lolayekar	27-05-1968	11-04-2003	17-11-2008	.....
22.	Shri Michael M. D'Souza	22-10-1975	11-04-2003	17-11-2008	.....
23.	Shri Nikhil U. Dessai	30-03-1975	25-07-2003	17-11-2008	.....
24.	Shri Prasanna A. Acharya	29-07-1976	25-07-2003	17-11-2008	.....
25.	Shri Vijay M. Paranjape	29-07-1965	12-09-2006	17-11-2008	.....
26.	Shri Y. B. Tavde	01-06-1957	22-06-1999	17-11-2008	.....
27.	Shri T. S. Sawant	07-10-1958	22-06-1999	17-11-2008	.....
28.	Shri Dattaram G. Sardessai	07-10-1963	11-04-2003	17-11-2008	.....
29.	Shri Arvind D. Loliyekar	24-04-1961	17-04-2000	17-11-2008	.....
30.	Shri Arvind V. Bugde	14-12-1968	25-07-2003	17-11-2008	.....
31.	Shri Janardhan Pednekar	24-08-1951	14-08-2002	17-11-2008	.....
32.	Shri Levinson J. Martins	30-09-1966	05-08-2004	17-11-2008	.....
33.	Shri Shamsundar G. Korgaonkar	03-07-1953	14-08-2002	17-11-2008	.....
34.	Shri L.S. Pereira	29-06-1957	12-09-2006	17-11-2008	.....
35.	Shri Sunil P. Masurkar	01-03-1967	14-08-2002	17-11-2008	.....
36.	Shri N. S. Navti	19-03-1959	14-08-2002	17-11-2008	.....

This is subject to the outcome of Writ Petition No. 397/2015, 451/2015, 482/2015 & 663/2015 filed in Hon'ble High Court of Judicature, Goa Bench, Panaji.

All the Junior Administrative Grade Officers of Goa Civil Service from Serial No. 20 onwards are requested to scrutinize the list and in case they have any objections as regards to seniority assigned to them, they shall intimate in writing to the undersigned on or before 20-06-2016. Objections received thereafter, shall not be entertained.

By order and in the name of the Governor of Goa.

Meghana Shetgaonkar, Under Secretary (Personnel-I).

Porvorim, 6th June, 2016.

Addendum

No. 6/16/2012-PER(Part)

Read: Order No. 6/16/2012-PER(Part) dated 06-06-2016.

The following para shall be added as para (6) to the Order dated 06-06-2016 read in preamble.

"6. The above ad hoc promotions shall, however be subject to the decision of the Ombudsman on the revised eligibility lists of the feeder grade officers to Junior Scale cadre and any review of DPC

(s) that may be done in view of the Ombudsman report in Case No. OMBD/2-97/2012-13 and OMBD/2-99/2012-13 filed by S/Shri Sudhir Kerkar and Paresh Faldessai”.

By order and in the name of the Governor of Goa.

Meghana V. Shetgaonkar, Under Secretary (Personnel-I).

Porvorim, 7th June, 2016.

Department of Planning

Directorate of Planning, Statistics & Evaluation

Order

No. DPSE/IV-AGRI. CEN-2/2015-16/1469

Whereas the Tenth Agriculture Census 2015-16 is being conducted during the year and whereas it is necessary to appoint Supervisors and Enumerators for the smooth and efficient conduct of the Agricultural Census, 2015-16.

Now, therefore, the Government is pleased to make the following appointments for the aforesaid purpose with immediate effect.

1. Statistical Assistants and Extension Officers as Supervisors.

2. All the Village Panchayat Secretaries, Talathis and Gram Sevaks as Enumerators.

By order and in the name of the Governor of Goa.

Vikas S.N. Gaunekar, Director & ex officio Jt. Secretary (Planning).

Porvorim, 6th June, 2016.

Department of Public Health

Order

No. 7/8/91-I/PHD/944

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/56(1)/2014/1326 dated 16-12-2015, Government is pleased to appoint Kum. Sulaksha Bhagwant Mardolkar against the post of Technical Officer (Group 'B' Gazetted) under the Directorate of Food & Drugs Administration, Bambolim on temporary basis on an initial Pay Scale of Pay Band—2 of Rs. 9,300-34,800+Rs. 4,600/- (Grade Pay) with immediate effect.

She has been declared medically fit by the Medical Board and there is nothing adverse in her character and antecedents report.

The above incumbent shall be on probation for a period of two years.

By order and in the name of the Governor of Goa.

Maria Seomara De Souza, Under Secretary (Health-II).

Porvorim, 2nd June, 2016.

Order

No. 22/5/2002-I/PHD/Part/962

Read: Memorandum No. 22/5/2002-I/PHD/P.F dated 21-03-2016.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(5)/2015/125 dated 03-03-2016, Government is pleased to appoint Dr. Pushparaj Laximan Amonkar to the post of Ayurvedic Physician (Group 'A' Gazetted) in the Pay Band-3 of Rs. 15,600-39,100 with Rs. 5,400/- Grade Pay under the Directorate of Health Services with immediate effect as per the terms and conditions contained in the Memorandum cited above.

Dr. Pushparaj Laximan Amonkar shall be on probation for a period of two years.

Dr. Pushparaj Laximan Amonkar has been declared medically fit by the Medical Board and his character and antecedents have been verified by the District Magistrate, North Goa District, Panaji-Goa

Dr. Pushparaj Laximan Amonkar is posted at Community Health Centre, Valpoi.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 3rd June, 2016.

Order

No. 7/3/91-I/PHD(Part-I)/972

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/56(2)/2014/1323 dated 15-12-2015, Government

is pleased to appoint following officials against the post of Drugs Inspector (Group 'B' Gazetted) under the Directorate of Food & Drugs Administration, Bambolim on temporary basis on an initial Pay Scale of Pay Band—2 of Rs. 9,300-34,800+4,600/- (Grade Pay) with immediate effect on the terms and conditions contained in the Memorandum of even number dated 16-03-2016.

1. Kum. Akshada Gurudas Naik Menkurkar.
2. Kum. Natasha Narendra Shirodkar.
3. Shri Gaurang Gajanan Shirgaonkar (OBC).
4. Smt. Leena Devendraprasad Kuvelkar (ST).

They have been declared medically fit by the Medical Board and there is nothing adverse in their character and antecedents reports.

The above officials shall be posted against the two newly created post for South Goa Branch Office Margao and against the vacant posts due to promotion of the incumbents.

The above officials shall be on probation for a period of two years.

By order and in the name of the Governor of Goa.

Maria Seomara De Souza, Under Secretary (Health-II).

Porvorim, 7th June, 2016.

Order

No. 45/4/2009-I/PHD/978

Read: Memorandum No. 45/4/2009-I/PHD dated 21-03-2016.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/24(3)/2015/135 dated 07-03-2016, Government is pleased to appoint Dr. Swayamsidha Hiraji Andhale to the post of Junior ENT Surgeon (Group 'A' Gazetted) in the Pay Band-3 of Rs. 15,600-39,100 with Rs. 5,400/- Grade Pay under the Directorate of Health Services with immediate effect as per the terms and conditions contained in the Memorandum cited above.

Dr. Swayamsidha Hiraji Andhale shall be on probation for a period of two years.

Dr. Swayamsidha Hiraji Andhale has been declared medically fit by the Medical Board and her character and antecedents have been verified by the District Magistrate, North Goa District, Panaji-Goa.

Dr. Swayamsidha Hiraji Andhale is posted at Sub District Hospital, Ponda with a permission to draw pay and allowances against the post of Junior ENT Surgeon, Sankhali until further order.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 8th June, 2016.

Order

No. 21/25/97-I/PHD/1005

Read: Memorandum No. 22/1/2003-I/PHD dated 12-04-2016.

Whereas, Dr. Bandana Pandey, Senior Pathologist under Directorate of Health Services, Government of Goa was directed to report to Public Health Department, Government of Goa immediately within a period of 30 days, failing which action deemed fit shall be initiated against her, vide Memorandum read at preamble.

And whereas, Dr. Bandana Pandey in reply thereof made a representation for extension of her deputation period without reporting for duty and thereafter vide her letter dated 09-05-2016 has reported for duty.

And whereas, the said representation has been examined in accordance with the rules and regulations and Government has directed to post Dr. Bandana Pandey at Hospicio Hospital, Margao with immediate effect, until further orders.

Dr. Bandana Pandey, Senior Pathologist shall draw her pay & allowances against the vacant post of Senior Ophthalmic Surgeon, fallen vacant due to the retirement of Dr. Herlia Teles.

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 13th June, 2016.

Order

No. 4/15/2002-II/PHD/Part/799

Read: Memorandum No. 4/15/2002-II/PHD/Part dated 10-05-2016.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/30(7)/2015/05 dated 11-04-2016, Government is

pleased to appoint Dr. Saleel Vasant Maulingkar to the post of Assistant Lecturer in the Department of Microbiology in Goa Medical College & Hospital, Bambolim-Goa on temporary basis in the Pay Band-3 Rs. 15,600-39,100 + Grade Pay of Rs. 5,400/- with immediate effect as per the terms and conditions contained in the Memorandum cited above.

Dr. Saleel Vasant Maulingkar shall be on probation for a period of two years.

Dr. Saleel Vasant Maulingkar has been declared medically fit by the Medical Board. The appointment is made subject to the verification of his character and antecedents. In the event of any adverse remarks noticed by the Government on verification of his character and antecedents, his services shall be terminated.

The appointment is made against the vacancy occurred due to promotion of Dr. Anuja R. Ganoo, Assistant Lecturer to the post of Lecturer in the Department of Microbiology, Goa Medical College vide Order No. 4/15/2002-II/PHD/Part dated 20-10-2015.

By order and in the name of the Governor of Goa.

Sangeeta M. Porob, Under Secretary (Health).

Porvorim, 16th June, 2016.



Department of Transport

Directorate of Transport

Order

No. D.Tpt/STA/2348/2016/2042

Read: Government Order No. D.Tpt/STA/2348/201/1566 dated 09-05-2016.

Government is pleased to include "President, Travel & Tourism Association of Goa (TTAG) at Sr. No. 11A" as one of the Members of the Committee constituted vide order dated 09-05-2016 referred above, in order to consider and suggest the steps that can be taken to meet the demands of the North Goa Tourist Taxi Owners Association and South Goa Tourist Taxi Owners Association.

By order and in the name of the Governor of Goa.

Sunil Masurkar, Director & ex officio Joint Secretary (Transport).

Panaji, 21st June, 2016.

Department of Urban Development

Directorate of Municipal Administration

Notification

No. 1/268/UDA/JNNURM/DLRMC/649

The Ministry of Urban Development, Government of India has launched the Swachh Bharat Mission (Urban) on 2nd October, 2014, which has a mission objectives of elimination of open defecation, eradication of manual scavenging, modern and scientific municipal solid waste management and to effect behavioral change regarding healthy sanitation practices.

Further, as per the directions received from Government of India, the State Government is pleased to constitute the North Goa District Level Review and Monitoring Committee and the composition is as under:-

North Goa District Level Review and Monitoring Committee (NGDLRMC)

- | | | |
|--|---|----------------|
| 1) The Hon. Member of Lok Sabha-North Goa | — | Chairman. |
| 2) The Hon. Member of Parliament (Raj Sabha) | — | Vice-Chairman. |
| 3) The Hon. MLA, Pernem | — | Member. |
| 4) The Hon. MLA, Valpoi | — | Member. |
| 5) The Hon. MLA, Sanquelim | — | Member. |
| 6) The Hon. MLA, Mapusa | — | Member. |
| 7) The Hon. MLA, Aldona | — | Member. |
| 8) The Hon. MLA, Ponda | — | Member. |
| 9) The Hon. MLA, Bicholim | — | Member. |
| 10) The Hon. MLA, Panaji | — | Member. |
| 11) The Hon. MLA, Taleigao | — | Member. |
| 12) The Commissioner and Mayor, City Corporation of Panaji | — | Member. |
| 13) The Chief Officer and Chairperson, Pernem Municipal Council | — | Member. |
| 14) The Chief Officer and Chairperson, Valpoi Municipal Council | — | Member. |
| 15) The Chief Officer and Chairperson, Mapusa Municipal Council | — | Member. |
| 16) The Chief Officer and Chairperson, Ponda Municipal Council | — | Member. |
| 17) The Chief Officer and Chairperson, Bicholim Municipal Council | — | Member. |
| 18) The Chief Officer and Chairperson, Sanquelim Municipal Council | — | Member. |
| 19) The Secy, Urban Development | — | Member. |
| 20) The Director of Urban Development | — | Member. |

- 21) The Member Secretary, — Member.
GSUDA
- 22) District Collector of North Goa — Member
Secretary.

The Committee also consists of following members.

- 1) One member from a reputed NGO who has experience in the field of sanitation, to be nominated by the Chairman in consultation with other members.
- 2) One professional from the field of Information, Education & Communication who has experience in the field of sanitation, to be nominated by the Chairman in consultation with other members.

Key Tasks and Responsibilities of the Committee:

- i. Ensure implementation of programs in accordance with the guidelines.
- ii. Review physical and financial progress of the Mission/Projects within the District.
- iii. Review the flow of funds including the funds allocated, funds released by both the Centre and the State, utilization and unspent balances.
- iv. Undertake input monitoring (i.e. whether services and assets are being delivered on schedule).
- v. Review bottlenecks in implementation of projects and the way forward.
- vi. Ensure the selection of beneficiaries is strictly in accordance with the guidelines of the program.
- vii. The Committee should have the authority to summon and inspect any record, if case of any irregularity.
- viii. The Committee may guide ULBs on the implementation of projects relating to infrastructure and services as well as implementation of IEC. The Committee can recommend to the concerned ULBs, approaches to support implementation.
- ix. The Committee may refer matters to the concerned Department in the State Government for appropriate action in accordance with the recommendations of the Committee.

Functioning of the Committee:

- i. The Committee should meet quarterly and conduct review of implementation of mission.
- ii. The Committee will submit minutes of meetings/discussions held and its recommendations to the State Government.

- iii. Follow-up actions on recommendations should be initiated within 30 days by all ULB's in a format agreed in the meeting.
- iv. If the Chairman is not present, the members who are present shall elect a Chairman from among themselves to preside over the scheduled meetings.

The Urban Local Body/Municipal Body shall prepare the status report on the SBM project and submit it to the District Collector/Member Secretary—DLSMC for every quarter as per requirements.

By order and in the name of the Governor of Goa.

Elvis Gomes, Director & Addl. Secretary
(Municipal Administration/Urban Development).

Panaji, 8th June, 2016.

Notification

No. 1/268/UDA/JNNURM/DLRMC/650

The Ministry of Urban Development, Government of India has launched the Swachh Bharat Mission (Urban) on 2nd October, 2014, which has mission objectives of elimination of Open Defecation (OD), eradication of manual scavenging, modern and scientific Municipal Solid Waste Management (MSWM) and to effect behavioral change regarding healthy sanitation practices.

Further, as per the directions received from Government of India, the State Government is pleased to constitute the South Goa District Level Review and Monitoring Committee (SGDLRMC) and the composition is as under:-

South Goa District Level Review and Monitoring Committee (SGDLRMC)

- | | | |
|---|---|----------------|
| 1) The Hon. Member of Lok Sabha-South Goa | — | Chairman. |
| 2) The Hon. Member of Parliament (Raj Sabha) | — | Vice-Chairman. |
| 3) The Hon. MLA, Mormugao | — | Member. |
| 4) The Hon. MLA, Vasco | — | Member. |
| 5) The Hon. MLA, Dabolim | — | Member. |
| 6) The Hon. MLA, Margao | — | Member. |
| 7) The Hon. MLA, Fatorda | — | Member. |
| 8) The Hon. MLA, Curtorim | — | Member. |
| 9) The Hon. MLA, Sanguem | — | Member. |
| 10) The Hon. MLA, Canacona | — | Member. |
| 11) The Hon. MLA, Curchorem | — | Member. |
| 12) The Hon. MLA, Cuncolim | — | Member. |
| 13) The Hon. MLA, Quepem | — | Member. |
| 14) The Chief Officer and Chairperson, Mormugao Municipal Council | — | Member. |

15) The Chief Officer and Chairperson, Margao Municipal Council	— Member.	v. Review bottlenecks in implementation of projects and the way forward.
16) The Chief Officer and Chairperson, Sanguem Municipal Council	— Member.	vi. Ensure the selection of beneficiaries is strictly in accordance with the guidelines of the program.
17) The Chief Officer and Chairperson, Canacona Municipal Council	— Member.	vii. The Committee should have the authority to summon and inspect any record, in case of any irregularity.
18) The Chief Officer and Chairperson, Curchorem Municipal Council	— Member.	viii. The Committee may guide ULBs on the implementation of projects relating to infrastructure and services as well as implementation of IEC. The Committee can recommend to the concerned ULBs, approaches to support implementation.
19) The Chief Officer and Chairperson, Cuncolim Municipal Council	— Member.	
20) The Chief Officer and Chairperson, Quepem Municipal Council	— Member.	ix. The Committee may refer matters to the concerned Department in the State Government for appropriate action in accordance with the recommendations of the Committee.
21) The Secretary of Urban Development	— Member.	
22) The Director of Urban Development	— Member.	
23) The Member Secretary, GSUDA	— Member.	
24) District Collector, South Goa	— Member Secretary.	

The Committee also consists of the following members:-

- 1) One member from a reputed NGO who has experience in the field of sanitation, to be nominated by the Chairman in consultation with other members.
- 2) One professional from the field of Information, Education & Communication who has experience in the field of sanitation, to be nominated by the Chairman in consultation with other members.

Key Tasks and Responsibilities of the Committee:

- i. Ensure implementation of programs in accordance with the guidelines.
- ii. Review physical and financial progress of the Mission/Projects within the District.
- iii. Review the flow of funds including the funds allocated, funds released by both the Centre and the State, utilization and unspent balances.
- iv. Undertake input monitoring (i.e. whether services and assets are being delivered on schedule).

Functioning of the Committee:

- i) The Committee should meet quarterly and conduct review of implementation of mission.
- ii) The Committee will submit minutes of meetings/discussions held and its recommendations to the State Government.
- iii) Follow-up actions on recommendations should be initiated within 30 days by all ULB's in a format agreed in the meeting.
- iv) If the Chairman is not present, the members who are present shall elect a Chairman from among themselves to preside over the scheduled meetings.

The Urban Local Body/Municipal Body shall prepare the status report on the SBM project and submit it to the District Collector/Member Secretary-DLSMC for every quarter as per requirements.

By order and in the name of the Governor of Goa.

Elvis Gomes, Director & Addl. Secretary
(Municipal Administration/Urban Development).

Panaji, 8th June, 2016.

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